The City of

Boynton Beach

City Commission Agenda

Tuesday, June 21, 2022, 6:00 PM

GoToWebinar Online Meeting and City Hall Commission Chambers, 100 E. Ocean Avenue

Boynton Beach City Commission

Mayor Ty Penserga (At Large)
Vice Mayor Angela Cruz (District I)
Commissioner Woodrow L. Hay (District II)
Commissioner Thomas Turkin (District III)
Commissioner Aimee Kelley (District IV)

James Stables, Interim City Manager
Michael Cirullo, City Attorney
Maylee DeJesús, City Clerk

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at
City of Boynton Beach Commission Meetings

The Agenda:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:
The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disputes the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. Watch the meeting online, but not participate:

You may watch the meeting via the GoToWebinar platform. Visit the City's website at www.boynton-beach.org to access the up-to-date link to the meeting.

2. Watch the meeting online and provide public comment during the meeting:

To request to speak during the meeting, you can electronically "raise your hand" or type a question using the GoToWebinar platform. The meeting moderator will announce when it is your turn to speak or have your question addressed. Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

For additional information or for special assistance prior to the meeting, please contact Crystal Gibson, City Clerk, at cityclerk@bbfl.us or (561) 742-6061.

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1. Openings

A. Call to Order - Mayor Ty Penserga

Roll Call

Invocation by Pastor Bob Bender, Christ Fellowship Church

Pledge of Allegiance to the Flag led by Mayor Ty Penserga

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

2. Other

A. Informational items by the Members of the City Commission.

3. Announcements, Community And Special Events And Presentations

A. Proclamation recognizing June 27, 2022 as National HIV Testing Day. Esther Ducas, Program Coordinator with FoundCare, will accept the proclamation.

B. Announce the City of Boynton Beach's 4th of July Event - Red, White, & Blue with a Waterfront View on Monday, July 4 from 6:30 p.m. to 9:30 p.m. at Intracoastal Park, 2240 N. Federal Highway.

C. Announce Virtual Community Input Meeting for the Parks System Master Plan on June 28, 2022 at 6:30 p.m. Register to attend on the Parks System Master Plan website: www.reimaginerecreationboynton.com

D. The Fiscal Year 2022/2023 budget workshops are scheduled for July 11-13, 2022 in the Police Department Community Room, 2100 High Ridge Road:

Monday, July 11, 2022 at 10:00 a.m.
Tuesday, July 12, 2022 at 10:00 a.m.
Wednesday, July 13, 2022 at 5:30 p.m. (if needed)

The City Commission will also consider adoption of a Preliminary Fire Assessment Rate Resolution and a Tentative Millage Rate Resolution at these Workshops.

4. Public Audience

Individual Speakers Will Be Limited To 3 Minute Presentations (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. Administrative

A. Appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

6. Consent Agenda

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. Legal Expenses - May 2022 - Information at the request of the City Commission. No action

required.

B. Accept the written report to the Commission for purchases over $10,000 for the month of May 2022.

C. **Proposed Resolution No. 22-085** - Approve and ratify the Collective Bargaining Agreement between the Palm Beach County Police Benevolent Association Police Captains and the City.

D. Approve an increase to the annual estimated expenditures for bid contract "Backflow Prevention Device Inspection, Testing and Repair Services" Bid # 020-2821-19/EM with Line-Tec, Inc. of Delray Beach, FL. from $30,000 to $40,000 annually for the duration of the contract.

E. Approve the rankings as recommended by the Evaluation Committee and authorize City Staff to conduct negotiations with the top four (4) ranked proposers in response to the RFQ No. UTL22-013 Request for Qualifications for Professional Survey and Mapping Services and in accordance with Florida Statute 287.055, otherwise known as the Consultants' Competitive Negotiation Act (CCNA). After negotiations, the contracts will be brought back to the Commission for approval.

F. **Proposed Resolution No. R22-86 -** Approve Waiver of Right of First Refusal for the house belonging to Anitra Burgess Located at 504 N.W. 11th Avenue, Boynton Beach, Florida 33435.

7. Consent Bids And Purchases Over $100,000

A. Authorize utilizing GSA contract GS-07F-173GA, previously approved on September 1, 2020, for the purchase of equipment and services for installation and configuration of Avigilon Security Camera System and access control from Broadcast Systems in the amount of $278,200.89.

B. Approve purchasing Unleaded Gasoline & Diesel Fuel from Port Consolidated, Inc. from the Southeast Florida Governmental Purchasing Cooperative Group contract. The City of Pompano Beach is the Lead Agency that issued RFP E-03-22. The City of Boynton Beach is a participating cooperative group agency. The not to exceed amount for approval is $1,500,000.00.

C. Approve an increase to the annual estimated expenditures for bid contract "Furnish and Install Water Service Connections and Restoration" Bid # 021-2821-18/IT with Line-Tec, Inc. of Delray Beach, FL. from $25,000 to $250,000 annually for the duration of the contract, and approve a Utility Capital Improvement Plan (CIP) budget adjustment of $225,000 for water meter replacements.

D. Approve Task Order UT-3A-03 with Globaltech, Inc. in the amount of $205,317.00 for the East Water Treatment Plant High Service Pumps 5 & 6 Improvements project.

8. Public Hearing

6 p.m. or as soon thereafter as the agenda permits.

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. **Proposed Resolution No. R22-087 -** Approve and authorize the Boynton Beach Community Redevelopment Agency to enter into a Purchase and Development agreement with 306 NE 6th Avenue, LLC for the development of a restaurant located at 211 East Ocean Avenue for a purchase price less than fair market value.

9. City Manager's Report - None

10. Unfinished Business

A. As requested by the City Commission, staff will be presenting additional information regarding the City's park level of service standard.

11. New Business - None

12. Legal

A. **Proposed Ordinance No. 22-014 - Second Reading** - Approve the request for historic designation of 330 NW 1st Avenue, and the addition of this 1924, Mission Style, one-story single-family house to the City's Local Registry of Historic Sites. Applicant: Edward J. Bradley, property owner.

B. **Proposed Ordinance No. 22-016 - First Reading** - an Ordinance of the City of Boynton Beach, Florida; amending Chapter 18, Article IV, Pensions for Firefighters; amending Section 18-180.2 of the City Code governing Firefighter Pension COLA; amending Section 18-194(b) regarding the Firefighter DROP program; providing for inclusion in the code; providing for severability; providing for a repealer; and providing for an effective date.

13. Future Agenda Items - None

14. Adjournment

Notice

If a person decides to appeal to any decision made by the City Commission 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 proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The city 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 city. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the city to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the city's web site. Information regarding items added to the agenda after it is published on the city's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission:
Call to Order - Mayor Ty Penserga

Roll Call

Invocation by Pastor Bob Bender, Christ Fellowship Church

Pledge of Allegiance to the Flag led by Mayor Ty Penserga

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Informational items by the Members of the City Commission.

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Proclamation recognizing June 27, 2022 as National HIV Testing Day. Esther Ducas, Program Coordinator with FoundCare, will accept the proclamation.

Explanation of Request: Each year on June 27, the country observes National HIV Testing Day to raise awareness about the importance of HIV testing and early diagnosis of HIV and linkage to medical care, and to inspire the nation to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS-related deaths.

How will this affect city programs or services? N/A

Fiscal Impact: There is no fiscal impact for this item.

Alternatives:

Strategic Plan: Public Health and Safety

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Addendum	Proclamation- National HIV Testing Day

City of Boynton Beach

Proclamation

WHEREAS, in the United States, more than 1 million people are living with HIV, and every 15 minutes a new HIV transmission occurs resulting in more than 34,000 annual new HIV diagnoses; and

WHEREAS, in Florida more than 117,400 people are living with HIV, and an estimated 10 new transmissions occur daily, and 1-in-7 persons with HIV don't know that they have it; and

WHEREAS, in Palm Beach County more than 8,200 people, or 1-in-180 residents, are living with HIV; and

WHEREAS, significant new and highly advanced treatments deliver hope and enhance the quality of life for those who are affected, these considerable advancements can only help individuals if they know their HIV status and are linked into lifesaving medical care; and

WHEREAS, each year on June 27, we observe National HIV Testing Day to raise awareness about the importance of HIV testing and early diagnosis of HIV and linkage to medical care, and to inspire the nation to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS-related deaths; and

WHEREAS, the 95-95-95 ambitious global plan to help end the AIDS epidemic has set its targets for 2030, that 95% of all persons with HIV will know their HIV status, 95% of all people with diagnosed HIV will receive sustained ART, and 95% of all people receiving ART will have viral suppression; and

WHEREAS, this year marks the 28th annual observance of National HIV Testing Day on June 27, and the Palm Beach County HIV Community Prevention Partnership and the Palm Beach County HIV CARE Council, through its partners are working together to provide HIV testing throughout Palm Beach County during the week surrounding National HIV Testing Day, June 24 – 30, 2022; and

NOW, THEREFORE, I, Ty Penserga, by virtue of the authority vested in me as Mayor of the City of Boynton Beach, Florida, hereby proclaim June 27, 2022 as

National HIV Testing Day

The City of Boynton Beach, Florida urges all residents to take the HIV test to know your status, and participate in other activities and observances designed to increase awareness and understanding, and promote prevention initiatives to end the HIV epidemic.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 21st day of June, Two Thousand and Twenty-Two.

_____
Ty Penserga, Mayor

ATTEST:_____
Maylee De Jesús, MPA, MMC, City Clerk

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Announce the City of Boynton Beach's 4th of July Event - Red, White, & Blue with a Waterfront View on Monday, July 4 from 6:30 p.m. to 9:30 p.m. at Intracoastal Park, 2240 N. Federal Highway.

Explanation of Request:
This is a free, family-friendly event where attendees of all ages will enjoy four stages of entertainment, including rock-pop by No Big Deal, Peter Bernard on steel drums and DJ Lil Marsh playing kids favorites.

Food trucks include Cardona's Kitchen, Guaca Go, Just Eatz, Professional Concessions (PCI), Little Moir's, Troy's Bar-Be-Que, That's Amore, Kona Ice, and Boardwalk Italian Ice & Creamery.

Attendees are encouraged to wear red, white, and blue - the Mayor and City Commissioners will be selecting their favorites.

Veterans may visit the information booth to receive a complimentary American flag and pin.

One of the largest Zambelli fireworks displays in Palm Beach County will light up the sky at 9:00 p.m.

On-site parking is limited. Beginning at 5:30 p.m., complimentary accessible shuttles will operate from three convenient locations:

- Town Square Parking Lot, 100 E. Boynton Beach Blvd.
- Journey Church, 715 S. Federal Hwy.
- 3301 Quantum (NYU Langone), 3301 Quantum Blvd.

Ride share is encouraged.

An ASL Interpreter will be on site. Additional ADA accommodation requests can be made by calling 561-742-6241.

For more information, visit Boynton-Beach.org/July4 or call 561-742-6034.

How will this affect city programs or services?

Fiscal Impact: The 2022 4th of July event was budgeted under the FY21/22 Special Events General Fund.

Alternatives:

Strategic Plan: Culturally Distinct Downtown, Building Wealth in the Community, Transportation and Mobility , Public Health and Safety , Environmental Sustainability

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission:
Announce Virtual Community Input Meeting for the Parks System Master Plan on June 28, 2022 at 6:30 p.m. Register to attend on the Parks System Master Plan website: www.reimaginerecreationboynton.com

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Explanation of Request:
This meeting is open to the public to provide input on the City's Recreation and Parks System.

Community input will be utilized to develop the Parks System Master Plan, which will guide the City's development/redevelopment and maintenance for all Parks and Recreation Programs for the next 10 years.

How will this affect city programs or services?

Fiscal Impact: There is no fiscal impact for this item.

Alternatives:

Strategic Plan: High Performing Organization

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission:
The Fiscal Year 2022/2023 budget workshops are scheduled for July 11-13, 2022 in the Police Department Community Room, 2100 High Ridge Road:

Monday, July 11, 2022 at 10:00 a.m.
Tuesday, July 12, 2022 at 10:00 a.m.
Wednesday, July 13, 2022 at 5:30 p.m. (if needed)

The City Commission will also consider adoption of a Preliminary Fire Assessment Rate Resolution and a Tentative Millage Rate Resolution at these Workshops.

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission:
Appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Explanation of Request:
The attached list contains term openings and vacancies on the various advisory boards with the designated Commission Members having the responsibility for the appointment to fill each term opening and vacancy.

How will this affect city programs or services?
Appointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

Fiscal Impact:

Alternatives:
Allow vacancies to remain unfilled.

Strategic Plan: Building Wealth in the Community

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Attachment	Appointments and Applicants for 6-21-22
🗋	Attachment	Garcia-Deale, Jane Senior Advisory Board
🗋	Attachment	Watson, James Senior Advisory Board

Appointments and Applicants for June 21, 2022

Building Board of Adjustments and Appeals

IV	Kelley	Alt	1 yr term to 3/23

Applicants: None

Education and Youth Advisory Board

I	Cruz	Reg	2 yr term to 3/24
IV	Kelley	Student	1 yr term to 3/23
Mayor	Penserga	Student	1 yr term to 3/23

Applicants: None

Historic Resources Preservation Board

IV	Kelley	Reg	2 yr term to 3/24
Mayor	Penserga	Alt	1 yr term to 3/23

Applicants: None

Library Board

II	Hay	Reg	2 yr term to 3/24
Mayor	Penserga	Alt	1 yr term to 3/23
I	Cruz	Alt	1 yr term to 3/23

Applicants: None

Senior Advisory Board

III	Turkin	Alt	1 yr term to 3/23
IV	Kelley	Alt	1 yr term to 3/23

Applicants: James Watson
Jane Garcia-Deale

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, June 07, 2022 12:51 PM
To: Stanzione, Tammy
Subject: FW: Advisory Board Appointment application

From: janegarciadeale <noreply@123formbuilder.com>
Sent: Monday, June 6, 2022 10:47 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

Today's date	06/06/2022
Name	Jane Garcia-Deale
Phone number	561-699-2617
Address	3800 Aspen Leaf Drive Boynton Beach Florida 33436 United States
Email	janegarciadeale@yahoo.com
Current occupation or, if retired, prior occupation	Regional VP at Concierge Home Care/Nurse (LPN)
Education	Nursing Degree Pslm Bch State, Marketing FAU. Nursing Excelsior College
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Senior Advisory Board

If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	Thank you for the opportunity, my qualifications are as follows: I have been a resident of the city of Boynton Beach since 1991 (left for a few years but back now for two years). I worked at Bethesda Hospital in the emergency room for sixteen years as a tech and a nurse leaving there in 2007. The last fifteen years i have been coordinating home care services for our seniors and setting them up with local resources to help them achieve a higher quality of life. Also helping our seniors and their families identify when they need private home care or placement into a safer setting. I feel I am your best choice as an advisory board member due to my extensive experience working with seniors.
Professional Memberships	I own and run a company called Senior Care Coordinators we bring senior care resources/businesses together to help our seniors across Palm Beach County. We host educational lectures for seniors in 55 plus and assisted living communities. We host health screening health fairs for seniors using our resource network We do meet and greets with new physicians, nurse practitioners, house call physicians/arnps and our seniors to ensure they are established with local physicians/arnps etc.
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 107.115.159.5 (United States) at 2022-06-06 21:46:30 on iPhone 15.5
Entry ID: 556
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Stanzione, Tammy

From: City Clerk
Sent: Friday, June 03, 2022 3:33 PM
To: Stanzione, Tammy
Subject: FW: Advisory Board Appointment application

From: akbar007 <noreply@123formbuilder.com>
Sent: Friday, June 3, 2022 11:47 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

Today's date	
Name	"Akbar" James Watson
Phone number	
Address	119 NW 5th Ave Boynton Beach Florida 33435 United States
Email	akbar007@yahoo.com
Current occupation or, if retired, prior occupation	Pyramid Books
Education	
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	Yes
If "yes", name of business:	Pyramid Books
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Senior Advisory Board

If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 73.124.33.122 (United States) at 2022-06-03 10:47:07 on Chrome 102.0.0.0
Entry ID: 555
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission:
Legal Expenses - May 2022 - Information at the request of the City Commission. No action required.

Explanation of Request: Outside counsel invoices received through Risk Management are also included.

How will this affect city programs or services? n/a

Fiscal Impact: The total fiscal impact of $96,220.65 has been budgeted in FY21/22.

Alternatives: n/a

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Attachment	Goren Cherof May 2022 Invoices
Attachment	Goren Cherof Risk Litigation May 2022 Invoices
Attachment	Johnson Anselmo - April 2022 - adv. Ultimate Bakery
Attachment	Outside Counsel McFadden March 2022
Attachment	Johnson Anselmo - Smith vs Police Officers - Berben
Attachment	Olds & Stephens - Smith vs Police Officers - Herny
Attachment	Johnson Anselmo - Estate of Davis
Attachment	Jones Foster Town Square litigation April 2022

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-0603180
STATEMENT NO: 42134

Attn: Lynn Swanson

LABOR - General

			HOURS	
05/01/2022	JAC	Conference call with Mayor regarding interim city manager agreement, Review, revise, and return draft	1.50	
05/03/2022	JAC	Continue review discussion and preparation of employment contract for interim city manager; discuss same with Julie Oldbury; Review captains bargaining unit collective bargaining agreement and return comment to Julie Oldbury	1.80	
	JAC	Preparation/ calls regarding employment agreement for interim city manager	0.50	
05/16/2022	JAC	Review issues regarding firefighters pension modification of drop plan and collective bargaining of same; follow up research regarding elimination of continued participation in retirement plan following retirement	1.80	
05/23/2022	JAC	Review Anderson EEOC position statement	0.60	
05/24/2022	JAC	Review Anderson EEOC response per Julie Oldbury request; review I AFF collective-bargaining agreement;	1.10	
05/26/2022	JAC	Review disciplinary records; attend predetermination conference; assist Julie Oldbury in drafting last chance agreement	2.00	
05/27/2022	JAC	Participate in status conference call and prepare checklist for transition of collective bargaining agreements, pending disciplinary cases, and pension freeze or closure; research regarding latter	2.30	
		FOR CURRENT SERVICES RENDERED	11.60	2,610.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	11.60	$225.00	$2,610.00

TOTAL CURRENT WORK	2,610.00
BALANCE DUE	$2,610.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-0806020
STATEMENT NO: 42135

Attn: Lynn Swanson

Red Light Cameras

			HOURS	
05/02/2022	MDC	review emails on status of NOIs	0.30	
	PE	Updated tracking log. Updated SHB calendar. Communicated with PD regarding violator addresses.	1.80	
05/06/2022	PE	Sort organized subpoenas for 6/14/2022 and 7/14/2022 hearing. Looked up 110 cases on the clerks website. Updated tracking log. Resent returned mail.	7.50	
05/09/2022	PE	Updated tracking log, Sort and organized subpoenas for 6/14/22hearing	1.20	
05/10/2022	HN	Review of 22 Notice of Intent to rely. Email to Patricia Eugene with edits.	1.00	
	PE	Prepared 22 notices for 6/14/2022 hearing for HN approval. Changed signature block, converted to PDF/A and e-filed.	4.30	
05/14/2022	PE	Sort organized and prepared 15 notices for 6/14/2022 hearing.	3.00	
05/15/2022	PE	Prepared 30 notices converted to PDF/A	2.00	
05/16/2022	HN	Review of draft NOIs. Email exchange re: red light camera hearing on 6/14.	0.30	
	PE	Updated tracking log. Changed the signature on 30 notices. Converted to PDF/A and e-filed.	3.60	
05/20/2022	HN	Review of 5 NOIs	0.20	
	PE	Prepared notices for 6/14/2022 hearing. Sent prose notices to printer for mailing. Sort and organized notices for 7/12/2022 hearing. Updated tracking log.	6.00	
05/23/2022	PE	Updated tracking log. Updated SHB calendar. Converted 5 notices to PDF/A and e-filed. Sent prose notices to printer for mailing.	3.00	
		FOR CURRENT SERVICES RENDERED	34.20	4,455.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.30	$225.00	$67.50
HEATHER NEEDELMAN	1.50	225.00	337.50
PATRICIA EUGENE	32.40	125.00	4,050.00

Photocopies	2.10

CITY OF BOYNTON BEACH

06/02/2022

ACCOUNT NO: 306-0806020

STATEMENT NO: 42135

Red Light Cameras

TOTAL EXPENSES THRU 05/31/2022	2.10
TOTAL CURRENT WORK	4,457.10
BALANCE DUE	$4,457.10

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9001821
STATEMENT NO: 42136

Attn: Lynn Swanson

General Matters

			HOURS
05/02/2022	MDC	review materials, attend staff meeting; review items for height item; review agenda and meet with Mayor Penserga	4.60
	DS	Reviewed memo re: revised purchasing policy.	0.20
	QEM	Review and evaluation of facility use agreement for youth orchestra and correspond with Mr. Young re: matter.	1.60
	QEM	Preparation for and attend City Hall Security meeting.	0.90
05/03/2022	MDC	call with Jim, review pending items for commission meeting; meet with staff on height and development issues, misc t/c regarding upcoming agenda, review research on meeting processes; confer with Jim Cherof on strategic planning workshop meeting; prepare for and attend Commission meeting	7.30
	DS	Researched public meetings rules and code of ordinance sections re: removal from meeting. Drafted email to Palm Bay City Attorney re: policies and procedures.	1.30
	HN	Review of email from John Durgan re: application for forgivable loan program. Review of application. Phone discussion with John Durgan. Email to John Durgan cc Lynn Swanson.	0.30
	QEM	Review and respond to email correspondence from Ms. Matos re: E-Z-Go GPS lease.	0.20
	QEM	Review and discuss with Mr. Cirullo and Ms. Schwabe decorum policies.	1.10
	QEM	Research and review of state statutes pertaining to harassing phone calls re: call to non emergency police number; draft demand letter.	1.80
	SMS	Correspondence on publix easemsent.	0.30
	CLD	Drafted Petition for Destruction of Substances, proposed order, letter to Judge Weiss; email transmission to City.	1.30
	JAC	Office administration review regarding work in progress and department budget issues; virtually attend city commission meeting; review request for production of public records from Larry Fagan of PBA;Follow up regarding same with Gal Betesh and Bruce Johnson; review follow/response from Michael Rumpf regarding Habitat for Humanity unity of title issue; call with Mike Cirullo regarding new claim/lawsuit involving Officer Sohn	5.70
05/04/2022	MDC	follow up with Jim Cherof from May 3, 2022, Commission meeting, review materials for future agenda items	1.40
	DS	Drafted email to R. Ignoffo re: Behavioral Strides hold harmless. Reviewed Palm Bay revised meeting Policies and Procedures.	0.50
	SMS	Review Easement Agreement with Oakwood Square; Review of Well #4 Easement Encroachment issue and related correspondence.	0.90
	HN	Review of Boynton Beach Commercial Property Improvement Forgivable Loan Program Promissory Note. Phone discussion with John Durgan and email with John.	0.20

General Matters

			HOURS
	QEM	Review of decorum policy research re: City of Palm Bay policy.	1.50
	QEM	Review and respond to email correspondence re: Boynton Partners code issues.	0.30
	JAC	Post commission meeting follow up with Lynn Swanson and Mike Cirullo; review future agenda items both listed and unlisted; review emignoli emails; Review and forward Spencer Sax email regarding: development and quantum Park; finalized review of assistant CityAttorney work in progress; review after action report; review status of short term rental and height analysis/memorandum; review public meeting list for discussion with Mike Cirullo; review call from public defender Wesley Wallace regarding return of firearm; discuss same with assistant CityAttorney Brian Sherman; Review ARPA meeting status and coverage; review federal lawsuit/officer Sohn defendant;Review pending trespass warning in decorum drafts and other muni treatment of same; miscellaneous research regarding term of ban from public meetings	5.20
05/05/2022	DS	Discussed parking lease with DJD. Reviewed and analyzed parking lease. Reviewed revisions to purchasing manual and memo re revisions. Reviewed and revised behavioral strides agreement. Attended conference with CRA, Andrew Mack, Jeff Burns, re: affiliated development parking lease.	5.50
	MDC	review and respond to emails on parking agreement with CRA and height limitation presentation, call with Jim Cherof	0.50
	QEM	Review and evaluation of updated comments re: Recycle Coach Agreement; respond to Ms. Swanson re: same.	1.70
	HN	Email exchange with John Durgan re: review of promissory note.	0.10
	QEM	Review and further discussion review of procurement policy with Ms. Schwabe.	0.80
	DJD	Review Parking Agreement for Development with BB Qoz, LLC (Affiliated); telephone conference call with Kathryn Rossmell.	1.70
	BJS	Review status of legislative updates, review memos and follow up re: pending legislative memos and review of legislation status, follow up with Lyn Swanson re: Legislative Updates	0.70
	JAC	Review pending matters with Lynn Swanson and Mike Cirullo; Review piggy back contract issues; review parking lease agreement; Call with F. Malcolm Cunningham regarding Haskell contract and third-party claim issue; search available records regarding same and discuss transaction records with Lynn Swanson	2.80
05/06/2022	MDC	review emails on contract review; review materials for strategic planning workshop; review agenda items for May 17 Commission meeting; review agenda for May 20 special meeting	1.30
	DS	Participated in conference call for parking garage lease with affiliated development and the CRA. Drafted memo re: parking garage lease. Finalized hold harmless agreement for behavioral strides.	3.30
	QEM	Review and evaluation of Johnson Controls Agreement; respond to Ms. Swanson re: matter.	1.50
05/07/2022	MDC	review materials, and City Commission strategic planning workshop	4.00
05/09/2022	MDC	continue to review agenda items for May 17 meeting, call with Mike Rump on vacation rentals, review agenda items for 5/17/22 Commission meeting	1.00

			HOURS
	HN	Review of Chronic Nuisance Article in the City's Code of Ordinances. Review of Declaration of Chronic Nuisance for property located at 1213 NW 4th st. Phone discussions with Tanya Guim. Email to Tanya Guim cc Shana Bridgeman with revision. Review of versions of revised Declaration of Chronic Nuisance.	1.40
	QEM	Review of revised AppleOne Agreement; respond to Ms. Swanson re: matter.	0.50
	JAC	On-site office administration issues; review status of Pending staff requests and assistant CityAttorney assignments; Review and sign agreements and documents from city commission meeting; file review for retention issues; review draft interim city manager contract; review staff generated height/zoning report	6.00
05/10/2022	MDC	Call with Jim Cherof to discuss pending matters, call with Jim Stables on Pension Board meeting	0.60
	HN	Review of chronic nuisance ordinance and chronic nuisance file in preparation for monthly chronic nuisance meeting tomorrow.	1.30
	JAC	Preliminary review for agenda issues; follow up emails regarding Saint Marks land transfer proposal; conference call initiated by Andrew Mack regarding PBSO;	3.00
	SMS	Review of correspondence on St. Mark Catholic Church Lease.	0.20
05/11/2022	MDC	review agenda items for May 17, 2022, meeting; confer with Jim Cherof on meeting processes;	3.80
	QEM	Review and respond to updated information re: ProQuest library agreement.	1.10
	DS	Discussed City Hall and Public Meeting decorum issues with QEM.	0.40
	QEM	Review and meet with Ms. Schwabe re: City Hall Security project.	1.10
	HN	Preparation and attendance of monthly chronic nuisance meeting with staff.	0.50
	QEM	Preparation of draft memorandum re: Chapter law 2022-103 re: legal notice publication by the City.	0.60
	JAC	Conference with CAO attorneys regarding JKM, time equity, upcoming settlement conference and upcoming closed-door session; follow up document review regarding property swap and hotel site; review and confirm accuracy of prestige Court reporting invoice regarding mobility fee conference; review earnest magnolia emails; review pending agenda items; review potential is issues arising from FCCMA annual conference speaking opportunity	5.00
05/12/2022	DS	Drafted memos re: Senate Bills 254 and 706.	0.20
	MDC	review agenda items for May 17, 2022, Commission meeting	0.70
	QEM	Finalize memorandum re: Chapter law 2022-103 re: legal notice publication by the City.	0.60
	SMS	Correspondence on indoor training facility.	0.20
	DJD	Address status of Parking Lease Agreement with Affiliated Development	0.50
	JAC	Virtual and On-site meetings with Commissioners and Mayor with assistant city attorneys regarding Townsquare project options and JKM upcoming settlement conference; Review upcoming agenda and discuss with Mike Cirullo and other assistant city attorneys; document review regarding town Square development approvals and commission minutes regarding same	8.50
05/13/2022	MDC	review agenda and back up for May 17 meeting	0.50
	DS	Researched city meeting decorum and city hall conduct. Drafted memo summarizing findings re: city decorum and city hall conduct.	1.10

General Matters

			HOURS
	SMS	Review of additional materials provided in accordance with Well #4 Easement Encroachment; Review of plans related to Indoor Facility at Boynton Beach Park; Discussion on Well #4 Easement and letters to residences encroaching within the easement.	3.80
	JAC	On-site office administration issues with Lynn Swanson; review and prep regarding commission meeting and ARPA funding workshop	3.00
05/16/2022	MDC	review agenda materials, attend staff meeting; meet with planning staff; misc meetings on agenda	4.50
	QEM	Review and evaluation of updates re: payments for porta potty.	0.50
	QEM	Preparation for and attend City Hall Security Meeting.	1.50
	DS	Researched City Hall decorum and standards of conduct. Discussed City Hall decorum with QEM. Researched public records exemption list.	2.00
	QEM	Review and coordinate with staff HSMV-0032-21 Boynton Beach Police Department- BFAS Certification 2022.	0.90
	QEM	Review and coordinate with staff the Republic Construction Termination Letter response.	1.70
	HN	Review of Nuisance Abatement Agreements for 606 NE 1st St and 614 NE 1st St. Discussion with Candance Stone and QEM relating to questions on a cease and desist order.	1.70
	QEM	Review and edit Facility Use Agreement for the YMCA.	1.60
	QEM	Telephone conference with Ms. Stone re: code enforcement cease and desist issue.	0.20
	RLL	Research legal description and ownership information for Harvey Oyer, Jr. Park property and prepare Attorneys Certification.	1.50
	DJD	Review documentation; execute title certification	1.00
	BJS	Review pending legislation, review pending legislation memorandums, revise pending legislation memorandums, and follow up with firm staff	1.00
	JAC	Attend leadership meeting virtually and follow up regarding issues on City commission agenda with Mike Cirullo and Lynn Swanson; call with 'Amanda regarding Shalimar project, timing and re-notice requirements; follow up with Finance regarding JKM fees and calculation of damages project; review arbor workshop PowerPoint received from David Scott; Discuss potential legal issues regarding same with Mike Cirullo; review draft legislative memos; reviewed Magnoli emails; discuss legal defense issues arising from lawsuit against four police officers;Follow up regarding Malcolm Cunningham's inquiry regarding Haskell contract and third-party indemnification	4.50
05/17/2022	MDC	review materials for meeting; misc t/c with Commissioners; prepare for and attend Commission meeting	9.50
	HN	Phone discussion with Tanya Guim re: Nuisance Abatement Agreements for properties located at 606 NE 1st St. and 614 NE 1st St. Phone discussion with Candice Stone regarding chronic nuisance agreement and question relating to tenant. Email to JAC, MDC and GB. Review of Agreement.	0.70
	DS	Revised memo re: 1571. Researched public records exemptions. Discussed public records redaction with Jamie Wooley.	0.90
	QEM	Review of code; telephone conference with Ms. Stone re: code matter.	1.20
	JAC	Call with attorney Malcolm Cunningham regarding indemnification/Haskell contract; review commission agenda with Mike Cirullo; call with Lori LaVerriere regarding town Square damages report prepared by Colin Groff; call to CityManager regarding same; call with Len Rubin regarding status of Hypoluxo Utility service interlocal agreement; follow up with MC regarding same	1.40
	SMS	Correspondence and review related to Ocean Breeze and CRA payback.	0.60

General Matters

			HOURS
05/18/2022	MDC	follow up from Commission meeting with Jim Cherof, review ARPA matters with Quentin Morgan	0.50
	QEM	Meeting with Mr. Cherof and Mr. Cirullo re: pending matters.	0.80
	SMS	Review of letters on easement encroachments; Review/draft Indoor Training Facility Agreement.	2.50
	DS	Discussed public records exemptions with Lynn Swanson. Reviewed public records exemption list.	0.70
	QEM	Preparation for and attend workshop meeting.	4.10
	QEM	Preparation for and meeting with staff re: Republic contract.	1.20
	JAC	Review correspondence and draft interlocal agreement based on pass-through of grant funds from Hypoluxo for discontinuation of septic and transition to sewer line connection; Follow up emails; discuss same with Chris R and Mike Cirullo; review justice center resources for analysis of additional law-enforcement services and ARPA funds; Commission meeting follow up discussion with Mike Cirullo and evaluate assignments for assistant CityAttorneys	4.60
	BJS	Review pending legislation, review pending legislation memorandums, revise pending legislation memorandums, and great Project for Shareholder review	1.00
05/19/2022	GB	Read Simmons v Public Health Trust of Miami Dade County, 2022 WL 1397454 a 3rd DCA opinion issued on May 4, 2022 deciding an issue of first impression interpreting the sovereign immunity statute. Email to JAC and MDC advising of holding in case.	0.30
	QEM	Review of email correspondence and respond to Director Clark re: ProQuest renewal.	0.60
	MDC	review emails on utility ILAs, review and respond to emails on opioid settlement	0.40
	HN	Email to Lynn Swanson with officer selection contract with edits and comments.	0.20
	JAC	On-site review of pending department assignments and distribution to assistant CityAttorney's; call regarding Hypoluxo sewer connection I LA; review employment agreements and separation agreement	2.00
05/20/2022	MDC	review emails and follow up on utility interconnect agreements, and opioid settlement, review PD matters with Lynn Swanson	0.80
	SMS	Research on Monarcha Plat related to ROW maintenance issues; Correspondence with CRA counsel related to Ocean Breeze ILA and related check.	1.90
	HN	Review of email exchange between Candice Stone and attorney Steven B. Grant re: to tenants of cherry hill market. Phone discussion with Candice Stone. Email to JAC, MDC, and GB.	0.40
	BJS	Review pending legislation, review pending legislation memorandums, revise pending legislation memorandums, and follow up with firm staff	0.80
05/21/2022	MDC	prepare legislative update for new law regarding election expenditures, revise memo on new laws for PD public records exemptions and picketing	0.50
05/22/2022	QEM	Review and respond to staff re: AC and Ice Maker issue at parks facilities.	0.70
	QEM	Review and evaluation of HB 7001; preparation of memorandum providing overview of law.	0.80
05/23/2022	MDC	review agenda items for June 7, 2022	0.50
	QEM	Follow-up with staff re: ice machine maintenance issues; review of documents provided by Ms. Pinto and respond to same.	1.60

General Matters

			HOURS
	QEM	Finalize of memorandum providing overview of HB 7001.	0.40
05/24/2022	MDC	review agenda items for 6/7/22 Commission meeting, confer with Jim Cherof on pending matters, call with Kathryn Matos re: advisory boards and sunshine law	1.50
	SMS	Telephone conference call and research related to maintenance of property across separate plats; Prepare for, and attend P & D Board Meeting; Discussion on Pelican Pointe MOU; Discussion on bleeding liens; Review of Amendment based on Ocean Breeze Development.	6.30
	HN	Review of emails from Candice Stone re: 1213 NW 4th St. Review of Section 15-111(6) of the City's Code of Ordinances. Phone discussion with Candice Stone. Preparation for meeting with MDC to discuss 1213 NW 4th Street. Research relating to federal and state rights of tenants.	2.60
	QEM	Review and follow-up with staff on snack bar and restaurant agreements; begin review of documents forward by staff re: renewal.	1.30
	QEM	Review and edits sunshine law presentation.	2.10
	JAC	Conference with Mike Cirullo regarding pending issues and agenda; follow up with Lynn Swanson regarding records issue and annual budget docs; Discuss JKM status with DJD; review planning and development board agenda; follow up with Len Rubin and staff regarding Hypoluxo in our local agreement; review Ernest emails And discuss issues regarding threat level with Mike Cirullo; Review correspondence from PBA attorney Larry Fagan regarding internal affairs investigation status and interview schedule; discuss same with Julie Oldbury; follow up regarding Saint Mark's landswap and email to Mayor re same	3.00
05/25/2022	MDC	Review agenda materials for CCNA item (survey), call with finance on RFQ process; misc calls with Julie Oldbury on city manager selection process, call with Dan Rose on code matters on Knuth Road	2.40
	JAC	Call with Lynn and Swanson regarding agenda items; miscellaneous follow up regarding same; review budget issue for conference with Mike Cirullo;	1.40
	BJS	Review and follow up re: legislative updates	0.40
05/26/2022	QEM	Review and respond to inquiry re: ProQuest Agreement for City Library.	0.80
	MDC	review agenda items for June 7, 2022, meeting and provide feedback and comments to be shared with staff	1.90
	HN	Review of draft loan forgiveness letter sent by John Durgan. Call and left voice message for John to discuss. Email to John. Meeting with MDC to discuss 1213 NW 4th Street. Phone discussion with John Durgan. Discussion with Steven Grant and email to MDC cc SHB. Phone discussion with Candice Stone. Review of email from Carole Aronson. Email to MDC cc SHB. Email to MDC re: forgiveness loan letter.	2.30
	QEM	Review and evaluation of HMMOA needed for Boynton Beach Blvd/FM#444079-1; respond to staff re: same.	1.60
	QEM	Review and edit draft letter re: concessionaire agreements; coordinate with staff.	2.00
	DJD	Review of Parking Lease Agreement; telephone conference with CRA Executive Director	1.80
	JGH	Review City Manager Search process and conference with Michael D. Cirullo	0.50
	JAC	On-site document review and signature; review number files regarding retention and for discussion with Mike Cirullo;	2.50
	KLE	Review 231932-1 I-95 at Gateway - MOU with City for RW acquisition, email to Michael Cirullo.	0.40
	SMS	Review of government owned property form and dedication document.	0.30

General Matters

			HOURS	
05/27/2022	MDC	continue to review agenda items for June 7, 2022, meeting, cal with IT, call public works re: bond release, call with IT on cybersecurity items, confer with Quentin Morgan on procurement matters	1.00	
	GB	Received and reviewed memo from City clerk regarding Bernard Wright's request for refund for public records. Emails and conversations with MDC regarding Bernard Wright's request for refund for public records.	0.30	
	QEM	Review of email correspondence re: Bid No. 079-2821-21 - Pre-Chlorinated Bursting of Potable Water Mains and begin review of RFP - Risk Management Information Systems.	1.50	
	JAC	File administration work; review open file list for closure and follow up with LS; review E. Mignoli emails	1.20	
05/28/2022	JAC	Review license plate recognition program and legal research re: same;	0.80	
05/31/2022	MDC	review agenda items for 7/7/22 meeting and 6/21/22 meeting, call with Lynn Swanson on pending items, review temp employment letter	1.00	
	SMS	Review/revise Promissory Note for forgiveness; Discussion on partial releases of lien and estoppel; Draft Fire Waiver.	2.00	
	HN	Phone discussion with John Durgan re: loan forgiveness program.	0.20	
	DS	Drafted rules of conduct for City Hall.	1.00	
	RLL	Order ownership and encumbrance reports on 543 NW 11th Avenue and 121 West Ocean Avenue.	0.40	
	JAC	Review earnest Magnoli emails and discuss process for evaluation with Mike Cirullo; Review budget process and status of departmental budget review; miscellaneous calls with LS regarding pending matters	0.60	
	DJD	Review revisions to lease agreement	0.60	
		FOR CURRENT SERVICES RENDERED	216.00	20,224.50
		Photocopies		
		TOTAL CURRENT WORK		20,224.50
		BALANCE DUE		$20,224.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9904950
STATEMENT NO: 42137

Attn: Lynn Swanson

Litigation Miscellaneous

			HOURS
05/04/2022	MDC	review recently filed complaint re: officers and civil rights claims, and update Commission	0.30
	BJS	Telephone call with JAC and follow up re: Return of Firearm Request, telephone call with Greg Cafero re: Drug Destruction Order	0.50
05/05/2022	BJS	Draft follow up correspondence with Wesley Wallace, APD, review Motion to Return Firearm, review criminal case and follow up with Greg Cafaro, follow up re: Drug Destruction and review Petition	1.30
05/06/2022	BJS	Review and follow up re: Drug Destruction Petition	0.30
05/09/2022	BJS	Telephone call and follow up with Blaze Walsh re: Open Container, follow up with Wesley Wallace re: Motion to Return Firearm and follow up with City Staff, and follow up with JAC	1.20
05/11/2022	BJS	Review and follow up re: Drug Destruction Order, follow up re: Return of Firearm, telephone call with Ofc. Anderson re: Municipal Prosecution and follow up with staff	1.50
05/13/2022	MDC	Meet with Gal Betesh to discuss status of pending cases and pending claims	0.50
	QEM	Review of update from Mr. Hochman re: Ultimate Bakery case; review of memorandum from Ms. Doppler re: issue; telephone conference with Mr. Hochman re: matter.	1.20
05/16/2022	BJS	Review No Information and follow up re: Open Container	0.50
05/17/2022	QEM	Review of additional updates re: ultimate bakery litigation; review strategy for handling matter with Mr. Cirullo.	1.00
	JAC	Preliminary review of Smith versus Boynton police officers case; forward case to Commission;	0.80
05/18/2022	QEM	Meeting with City Manager and staff re: ultimate bakery matter; telephone conference with Mr. Hochman re: matter.	1.80
05/20/2022	BJS	Review municipal prosecution re: Sanders and draft follow up correspondence, review criminal docket, and follow up with CIty staff	1.00
05/23/2022	BJS	Attend hearings at the Palm Beach County Main Courthouse re: Sanders, and Tiffany , and follow up with MDC	5.00
	JAC	Review list and pleadings regarding pending tort litigation defense and related correspondence for discussion with assistant City Attorneys and Mike Cirullo	2.20

Litigation Miscellaneous

			HOURS	
05/24/2022	GB	Telephone conference call with City regarding new claim involving 4 car pile up.	0.30	
05/25/2022	BJS	Draft follow up correspondence re: Return of Firearm/APD Wesley Wallace	0.30	
05/27/2022	BJS	Review 3rd Party request for firearm, review correspondence, telephone call with Tom D' Andrea	0.60	
05/31/2022	BJS	Follow up with staff re: pending municipal prosecutions	0.30	
		FOR CURRENT SERVICES RENDERED	20.60	4,635.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	3.00	$225.00	$675.00
MICHAEL D. CIRULLO	0.80	225.00	180.00
QUENTIN E. MORGAN	4.00	225.00	900.00
GAL BETESH	0.30	225.00	67.50
BRIAN J. SHERMAN	12.50	225.00	2,812.50

TOTAL CURRENT WORK	4,635.00
BALANCE DUE	$4,635.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905263
STATEMENT NO: 42138

Attn: Lynn Swanson

Town Square Development

			HOURS
05/02/2022	SMS	Discussion on updated issues with JKM.	0.30
05/03/2022	DJD	Review documentation	1.50
05/04/2022	SMS	Telephone conference call to discuss updated matters and related review.	1.20
	RLL	Further work on historical outline of transaction.	2.30
	DJD	Address sequence of events; prepare for meeting with Vice Mayor, Angela Cruz and City Commission	2.30
05/05/2022	RLL	Further work on gathering documents for DJD and creating outline.	2.50
	DJD	Review of documents; prepare for meeting with Elected Officials.	1.70
05/09/2022	RLL	Further work on outline of transaction history.	1.00
	DJD	Review documentation.	1.20
05/10/2022	SMS	Discussion on flow of funds and transaction; Research and review of flow of funds and applicable entities.	2.00
	RLL	Further work on outline of history of transaction and collect and organize documents.	2.30
	DJD	Review documents relative to Project.	3.40
05/11/2022	SMS	Meeting on project; Correspondence related to JKM.	1.60
	RLL	Attend meeting with JAC, DJD, SMS and GB to discuss upcoming meeting with city commissioners.	1.50
	DJD	Prepare for meetings with members of the Town Commission	2.70
05/12/2022	SMS	Prepare for and attend Town Square Briefs with Commissioners.	0.70
	DJD	Prepare for and attend Zoom meeting and in person meetings with Mayor and Commission members	7.60
05/13/2022	SMS	Attend meeting with Vice Mayor.	0.50
	DJD	Prepare for and meet with Vice Mayor Angela Cruz	3.40
05/16/2022	DJD	Conference with Michael D. Cirullo	0.40
05/18/2022	DJD	Prepare for settlement discussions	0.80
05/19/2022	RLL	Review file for documents currently with JKM that will need to be assigned to new developer.	0.50
	DJD	Attend settlement conference	2.80

Town Square Development

			HOURS	
05/20/2022	MDC	conference with Time Equity	1.00	
05/23/2022	DJD	Discussion with James A. Cherof re: Time Equity	0.40	
		FOR CURRENT SERVICES RENDERED	45.60	9,250.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	28.20	$225.00	$6,345.00
MICHAEL D. CIRULLO	1.00	225.00	225.00
SEAN M. SWARTZ	6.30	225.00	1,417.50
RACHEL L LEACH	10.10	125.00	1,262.50

Photocopies	
TOTAL CURRENT WORK	9,250.00
BALANCE DUE	$9,250.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905432
STATEMENT NO: 42139

Attn: Lynn Swanson

Laurore, Iva and Renan (Code/Foreclosure)

			HOURS
05/02/2022	KLE	Emails to and from CRA and City, review amended claim from Select Portfolio Servicing, Inc, email from Chapter V Trustee and Aaron Wernick; Review appraisal from Thuy Shutt for 1213 NW 4th St	1.20
05/05/2022	HN	Review of email from Aaron Wernick and review of email from Kerry Ezrol to City staff relating to Aaron's email. Review of email exchanges between Kerry Ezrol, Amanda Radigan and John Kuntzman.	0.40
	KLE	Prepare for and attend conference call with Linda Leali and Aaron Wernick; Telephone conference with Chief Stables, review permit application 20-4254 from Aaron Wernick; review email response from Aaron Wernick re: settlement; emails to and from Adam Temple, John Kuntzman, and Amanda B. Radigan; Telephone conference with Adam Temple; emails to Banting re: appraisal, email to Aaron Wernick re: Updated Site Plan,	3.60
05/06/2022	HN	Review and edits of Aaron Wernick's redlines on stipulation. Email exchange with Kerry Ezrol. Review of email from Kerry Ezrol to Aaron Wernick.	0.40
05/09/2022	HN	Review of email exchange between Linda Leali and Kerry Ezrol.	0.10
	KLE	Review appraisal proposal from Vance, email from and to Linda Leali	0.50
05/10/2022	HN	Review of email exchange between Kerry Ezrol, Linda Leali, and Aaron Wernick. Discussion with Kerry Ezrol re: research.	0.40
	KLE	Review documents, prepare email to Chief Stables re: status of settlement and related matters; review Plan and email to Chief Stables ; Review revised settlement from Aaron Wernick, email to Chief Stables; Telephone conference with Aaron Wernick	2.40
05/11/2022	HN	Review of email with attachments from Kerry Ezrol to Aaron Wernick. Email to Kerry Ezrol.	0.30
	KLE	Telephone conference with Chief Stables re: Motion for Rehearing and settlement and related matters, research and prepare for and attend Zoom hearing in bankruptcy court; emails and telephone conferences with Aaron Wernick and Linda Leali to discuss settlement and hearing; prepare notice of withdrawal of motion for rehearing; review and revise Stipulation; email to and from Adam Temple;	4.90
05/12/2022	HN	Research relating how to measure damages when executory contract is rejected, limitations on rejection based on police power and requirements under bankruptcy code for a plan to be confirmed and approved. Review of case law and 11 USC 365.	2.30
	KLE	Final and execute Stipulation; Telephone conference with Aaron Wernick;	0.60

Laurore, Iva and Renan (Code/Foreclosure)

			HOURS	
05/13/2022	HN	Research related to plan confirmation requirements in a Subchapter V Chapter 11 Case under SBRA, review of case law and email to Kerry Ezrol with legal analysis.	3.50	
	KLE	Review research from Heather Needelman re: Plan and Confirmation	0.80	
05/16/2022	HN	Review of research relating to rejection of plan. Email exchange with Kerry Ezrol.	0.20	
	KLE	Conference with Heather Needelman re: chronic nuisance	0.30	
05/17/2022	KLE	Conference with Heather Needelman	0.20	
05/23/2022	KLE	Review Motion to Compromise; prepare email to Chief Stables	1.10	
05/24/2022	KLE	Emails from and to Chief Stables	0.30	
05/25/2022	KLE	Review documents, email from and to Chief Stables, telephone conference with Chief Stables, emails to and from Aaron Wernick;	1.40	
05/26/2022	HN	Review of email exchanges between Kerry Ezrol and Chief Stables relating to status of case.	0.30	
05/31/2022	KLE	Review Order Setting Hearing on Confirmation of Subchapter V Plan.	0.30	
		FOR CURRENT SERVICES RENDERED	25.50	5,737.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
KERRY L. EZROL	17.60	$225.00	$3,960.00
HEATHER NEEDELMAN	7.90	225.00	1,777.50

TOTAL CURRENT WORK	5,737.50
BALANCE DUE	$5,737.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905433
STATEMENT NO: 42140

Attn: Lynn Swanson

v. Ho, Benjamin and Karen (Code/Foreclosure)

			HOURS	
05/02/2022	HN	Email to MDC re: status of case.	0.20	
05/05/2022	HN	Discussion with Adam Temple re: status of state appeal.	0.20	
05/06/2022	HN	Phone discussion with Wing Ho re: their appeal and email to MDC. Email to Wing Ho cc Karen Ho and MDC. Discussion with MDC. Review of federal rules of appellate procedure re: filing brief.	0.60	
05/12/2022	HN	Review of judge's order granting hos motion for extension of time for brief. Email exchange with MDC.	0.20	
		FOR CURRENT SERVICES RENDERED	1.20	270.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	1.20	$225.00	$270.00

TOTAL CURRENT WORK	270.00
BALANCE DUE	$270.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905456
STATEMENT NO: 42141

Attn: Lynn Swanson

adv. Priority Towing

			HOURS	
05/10/2022	GB	Telephone conference calls and emails with City regarding Notices of meetings related to the election of RFP winner. Reviewed file and continued drafting Motion for Summary Judgment.	3.50	
05/26/2022	GB	Reviewed trial order for upcoming deadlines.	0.30	
		FOR CURRENT SERVICES RENDERED	3.80	855.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	3.80	$225.00	$855.00

TOTAL CURRENT WORK	855.00
BALANCE DUE	$855.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905525
STATEMENT NO: 42142

Attn: Lynn Swanson

v. JKM BTS Capital, LLC (Declaratory Action)

			HOURS
05/04/2022	MDC	call with Jim Cherof on attorney-client meeting re: status of litigation, call with City Clerk to discuss the procedures for the closed door meeting	0.40
	GB	Meeting with DJD regarding case status. Meeting with Interim City Manager, JAC, DJD, SMS, Tom Baird, and Andrew Mack regarding setting mediation and case status. Telephone conference call with JAC regarding mediation. Emails to City regarding settlement discussion. Emails to Defendant's counsel regarding settlement meeting.	2.20
	JAC	Conference call with CityAttorney team regarding pending motion to intervene and continuation of mediation; miscellaneous follow up regarding same and scheduling for commission briefings and closed-door session	2.10
05/05/2022	GB	Telephone conference call with DJD regarding E2L's proposal to RFQ. Telephone conference call and email with City regarding E2L's proposal to RFQ. Emails with RL and DJD regarding E2L's proposal to RFQ and timeline of events.	0.60
	JAC	Follow up regarding motion to intervene with attorney team and review with Mayor; discuss town Square sale of property and related development issues with DJ Doody and prepare for hearing	1.90
05/09/2022	GB	Telephone conference call with JAC. Reviewed documents relevant to the City's damages. Email with the City regarding settlement meeting.	0.50
	JAC	Document search in preparation for conferences with commissioners	1.50
05/10/2022	GB	Emails with DJD regarding meeting in preparation for meetings with commissioners.	0.10
05/11/2022	GB	Meeting with JAC, DJD and SMS preparing for upcoming meetings with commissioners. Attended a hearing on E2L's Motion to Intervene.	2.60
	JAC	Attend and follow up on motion to intervene by E2 L	1.00
05/12/2022	GB	Meeting with Commissioner Turkin, JAC, DJD and SMS regarding update of lawsuit. Meeting with Commissioner Kelley, JAC and DJD regarding update of lawsuit. Meeting with Commissioner Hay JAC and DJD regarding update of lawsuit. Meeting with Mayor JAC and DJD regarding update of lawsuit and City Manager.	2.60
05/13/2022	JAC	Briefing conference with Vice mayor for closed-door session; miscellaneous follow-up to same; email with Mayor regarding surface parking lot related documents; document search regarding same	3.50
	GB	Emails with City regarding meeting with Vice Mayor. Attended and prepared for meeting with Vice Mayor, JAC and DJD regarding case status.	3.00

v. JKM BTS Capital, LLC (Declaratory Action)

			HOURS	
05/16/2022	GB	Email to City regarding Commissioner Kelley's contact information for discovery. Reviewed discovery exchanged in lawsuit and email to Commissioner Kelley enclosing discovery for her review.	0.50	
05/17/2022	MDC	Telephone conference call with Tom Baird re: E2L	0.30	
	GB	Telephone conference call with Tom Baird, JAC and MDC regarding mediation and update on conference call with E2L. Discussions with JAC regarding mediation.	0.40	
	JAC	Conference call with Tom Baird regarding E2L intervention and claims and upcoming settlement conference	0.40	
05/18/2022	JAC	Prep for settlement conference	1.00	
05/19/2022	GB	Emails with Commissioner Kelley regarding discovery. Emails with Jones Foster regarding JKM's responses to City's request for production.	0.20	
	MDC	review materials, confer with Jim Cherof, attend mediation session with JKM	3.70	
	JAC	Attend settlement conference; follow up regarding JKM authorization to meet with time equity	4.60	
05/20/2022	MDC	review materials, prepare for and attend Commission closed-door session	2.80	
	JAC	Prepare for, attend, and follow up on closed door session Regarding settlement options; conference call with time equity representatives regarding conceptual site plan for inclusion settlement of development agreement obligations	4.30	
05/27/2022	JAC	Follow up with Mike Cirullo and with Tom Baird regarding response to settlement proposals; notate Towne Square documents for discussion with DJD on follow up phase of development	1.80	
05/31/2022	JAC	Call with Jim Staples regarding status of negotiations of settlement; follow up with MC regarding same	0.30	
		FOR CURRENT SERVICES RENDERED	42.30	9,517.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	22.40	$225.00	$5,040.00
MICHAEL D. CIRULLO	7.20	225.00	1,620.00
GAL BETESH	12.70	225.00	2,857.50

TOTAL CURRENT WORK	9,517.50
BALANCE DUE	$9,517.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905552
STATEMENT NO: 42143

Attn: Lynn Swanson

Canal Maintenance Special Assessment

			HOURS	
05/25/2022	MDC	review draft agreement with property appraiser, review status of other issues relating to assessment	0.30	
05/26/2022	MDC	review agreement with tax collector for collecting assessment for the city	0.30	
		FOR CURRENT SERVICES RENDERED	0.60	135.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.60	$225.00	$135.00

TOTAL CURRENT WORK	135.00
BALANCE DUE	$135.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905565
STATEMENT NO: 42144

Attn: Lynn Swanson

adv. Yoakum, Timothy C. (RLC Appeal)

			HOURS	
05/06/2022	MDC	prepare objection to statement of proceedings	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.30	$225.00	$67.50

TOTAL CURRENT WORK	67.50
BALANCE DUE	$67.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905567
STATEMENT NO: 42145

Attn: Lynn Swanson

adv. Ho, Wing and Ho, Karen (Petition for Preliminary Injunction)

			HOURS	
05/04/2022	CLD	Update of electronic file re: Notice of Appeal/court entries.	0.30	
	GB	Received and reviewed Notice of Appeal. Email to MDC and HN regarding Notice of Appeal.	0.20	
05/05/2022	HN	Discussion with Adam Temple regarding status of federal appeal.	0.20	
	GB	Email to City and Tristar regarding appeal.	0.10	
05/24/2022	GB	Email with Tristar regarding case status.	0.10	
05/31/2022	GB	Received and reviewed coverage letter from excess carrier. Forwarded letter to MDC and HN for review.	0.20	
		FOR CURRENT SERVICES RENDERED	1.10	217.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.20	$225.00	$45.00
GAL BETESH	0.60	225.00	135.00
CYNTHIA L. DUNN	0.30	125.00	37.50

TOTAL CURRENT WORK	217.50
BALANCE DUE	$217.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905581
STATEMENT NO: 42146

Attn: Lynn Swanson

adv. Wilmington Savings Fund (Denson, Gracie)

			HOURS	
05/03/2022	HN	Review of status of case and review of court's order granting motion for leave to amend complaint.	0.30	
05/11/2022	HN	Review of second amended complaint and drafted answer.	1.30	
05/19/2022	MDC	review amended complaint and City answer	0.20	
05/20/2022	HN	Review of answer and affirmative defenses before filing.	0.20	
		FOR CURRENT SERVICES RENDERED	2.00	450.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.20	$225.00	$45.00
HEATHER NEEDELMAN	1.80	225.00	405.00

TOTAL CURRENT WORK	450.00
BALANCE DUE	$450.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Suite 200
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905603
STATEMENT NO: 42147

Attn: Lynn Swanson

ARPA Legal Review

			HOURS	
05/04/2022	QEM	Discuss announcement of May workshop with Mr. Cirullo; overview of file.	0.60	
05/19/2022	JAC	Follow up regarding city commission workshop and next steps for evaluation of distribution of funds; research regarding expansion of use for law-enforcement enhancements	0.80	
		FOR CURRENT SERVICES RENDERED	1.40	315.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.80	$225.00	$180.00
QUENTIN E. MORGAN	0.60	225.00	135.00

TOTAL CURRENT WORK	315.00
BALANCE DUE	$315.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905618
STATEMENT NO: 42148

Attn: Lynn Swanson

adv. VGH Association, Inc. (Nelson, Meltem E.)

			HOURS	
05/06/2022	HN	Review of VGH's motion for court default against owner.	0.10	
05/09/2022	HN	Review of notice of hearing on Plaintiff's motion for court default.	0.10	
05/11/2022	HN	Review of email from Plaintiff's counsel.	0.10	
05/16/2022	HN	Review of Affirmative Defense and discussion with Plaintiff's attorney, Samuel Landol.	0.40	
05/31/2022	HN	Drafted email to Chief Stables as to status of case. Emailed draft to MDC for review.	0.40	
		FOR CURRENT SERVICES RENDERED	1.10	247.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	1.10	$225.00	$247.50

TOTAL CURRENT WORK 247.50

BALANCE DUE $247.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905620
STATEMENT NO: 42149

Attn: Lynn Swanson

adv. Prime Equity Holdings, LLC (Boynton Beach Hawks, Inc.)(Guy Entienne)

			HOURS	
05/10/2022	HN	Preparation and attendance of hearing on court's order to show cause.	0.70	
		FOR CURRENT SERVICES RENDERED	0.70	157.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.70	$225.00	$157.50

TOTAL CURRENT WORK	157.50
BALANCE DUE	$157.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905623
STATEMENT NO: 42150

Attn: Lynn Swanson

v. Henderson, Warren Marcel (RPO)

			HOURS	
05/02/2022	GB	Telephone conference call with Wanda Stroud in preparation for Final RPO hearing. Continued preparing for RPO hearing. Emails with Detective Gorfido regarding exhibits to be used at final hearing.	3.50	
05/03/2022	GB	Prepared and attended Final RPO hearing. Prepared Agreed Final RPO Order. Emails and telephone conference call with Detective regarding hearing and order.	3.70	
05/04/2022	GB	Emails with City regarding service of final order.	0.10	
		FOR CURRENT SERVICES RENDERED	7.30	1,642.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	7.30	$225.00	$1,642.50

05/03/2022	Professional Services Prestige Reporting Service	125.00
	Professional Services	125.00
05/21/2022	Certified copies of documents	82.80
		82.80
	TOTAL ADVANCES THRU 05/31/2022	207.80
	TOTAL CURRENT WORK	1,850.30
	BALANCE DUE	$1,850.30

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905626
STATEMENT NO: 42151

Attn: Lynn Swanson

Palm Beach Sheriff's Office (PBSO) Transition Project

			HOURS	
05/10/2022	MDC	Telephone conference call with City staff and PBSO project team	0.40	
05/20/2022	MDC	Conference with city staff on progress of information sharing with PBSO	0.50	
05/24/2022	MDC	Telephone conference call with Julie Oldbury on labor matters related to review of transition	0.30	
05/26/2022	MDC	Telephone conference call with PBSO legal	0.40	
	JAC	Telephone conference with Pbso staff and attorney regarding proposal for Department operations; follow up regarding collective bargaining agreements	0.80	
05/27/2022	MDC	Attend BB/PBSO working group conference call, follow up call with Chief GeGuilio	0.70	
		FOR CURRENT SERVICES RENDERED	3.10	697.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.80	$225.00	$180.00
MICHAEL D. CIRULLO	2.30	225.00	517.50

TOTAL CURRENT WORK	697.50
BALANCE DUE	$697.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905098
STATEMENT NO: 42114

Attn: Lynn Swanson

adv. Venegas, Jesusa

Billing Category 18-RLO
Claim #001470000367AB

			HOURS	
05/06/2022	GB	Drafted proposed Case Management Plan pursuant to Court Order and email to all counsel for review and approval.	0.70	
		FOR CURRENT SERVICES RENDERED	0.70	157.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.70	$225.00	$157.50

TOTAL CURRENT WORK	157.50
BALANCE DUE	$157.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905190
STATEMENT NO: 42115

Attn: Lynn Swanson

adv. Readon, Jayden, Estate of (police chase)

Billing Category: 18-RLO
Claim #001470-000396-AB-01

			HOURS	
05/11/2022	GB	Telephone conference call with attorney Stephanie Kaufer regarding Lex Eugene's deposition. Email to City regarding deposition.	0.50	
05/12/2022	GB	Attended deposition of Lex Eugene. Telephone conference call with Stephanie Kaufer regarding strategy.	0.40	
05/13/2022	GB	Emails with Stephanie Kaufer regarding transcript of Lex Eugene's jail phone call. Read transcript.	0.50	
		FOR CURRENT SERVICES RENDERED	1.40	315.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	1.40	$225.00	$315.00

TOTAL CURRENT WORK 315.00

BALANCE DUE $315.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905216
STATEMENT NO: 42116

Attn: Lynn Swanson

adv. Ryan, Ronald (whistleblower PD)

Billing Category: 18 - RLO
Claim #001470000410EP

			HOURS	
05/16/2022	GB	Reviewed Plaintiff's personnel file for his social security number pursuant to request from the City. Email to City providing social security number.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.20	$225.00	$45.00

TOTAL CURRENT WORK 45.00

BALANCE DUE $45.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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3099 East Commercial Boulevard
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Fort Lauderdale, Florida 33308
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905310
STATEMENT NO: 42117

Attn: Lynn Swanson

adv. Philson, Tammi A.
(Personal Injury-Carolyn Sims Center)

Billing Category: 18 - RLO
Claim #001470000440GB

			HOURS	
05/04/2022	GB	Received and reviewed proposed order granting Plaitniff's Motion for Extension of Time of Respond to City's Second Request for Production. Emails to opposing counsel regarding changes to Order.	0.20	
05/25/2022	GB	Drafted motion to continue trial. Email to opposing counsel asking if he has any objection to motion.	0.40	
05/31/2022	GB	Emails with opposing counsel regarding motion to continue.	0.10	
		FOR CURRENT SERVICES RENDERED	0.70	157.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.70	$225.00	$157.50

TOTAL CURRENT WORK 157.50

BALANCE DUE $157.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905347
STATEMENT NO: 42118

Attn: Lynn Swanson

adv. Benitez, Antonio (Park Injuries)

Billing Category: 18 - RLO
Claim #0014700000452GB

			HOURS	
05/05/2022	GB	Email to opposing counsel regarding dismissal of lawsuit.	0.10	
05/19/2022	GB	Email with opposing counsel regarding dismissing lawsuit. Received and reviewed Plaintiff's Notice of Voluntary Dismissal with Prejudice. Email to City and Tristar enclosing Plaintiff's Notice of Voluntary Dismissal with Prejudice.	0.30	
		FOR CURRENT SERVICES RENDERED	0.40	90.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.40	$225.00	$90.00

04/19/2022	Professional Services Veritext	207.40
04/19/2022	Professional Services Veritext	232.95
04/20/2022	Professional Services Veritext	211.05
04/20/2022	Professional Services Veritext	211.05
04/25/2022	Professional Services Matrix Mediation	1,250.00
	Professional Services	2,112.45
05/03/2022	Fed Ex Federal Express	14.50
	Fed Ex	14.50
	TOTAL ADVANCES THRU 05/31/2022	2,126.95
	TOTAL CURRENT WORK	2,216.95
	BALANCE DUE	$2,216.95

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905392
STATEMENT NO: 42119

Attn: Lynn Swanson

adv. Alves Fernandes, Bruno Henrique (MVA)

Billing Category: 18 - RLO
Claim #19762606

			HOURS	
05/06/2022	GB	Telephone conference call with City regarding subrogation and prior settlement with claimant. Emails with Tristar regarding prior settlement. Emails with opposing counsel regarding claim. Meeting with MDC regarding claim.	1.10	
05/09/2022	GB	Email and left voicemail to Plaintiff's counsel regarding release signed by Fernandes. Email and left voicemail to attorney who represented Fernandes in settlement negotiations regarding release signed.	0.40	
05/10/2022	GB	Meeting with MDC regarding release signed by subrogor. Email to opposing counsel regarding release. Telephone conference call with opposing counsel regarding release signed by subrogor and agreement to provide the City with 30 day extension to respond to Complaint. Emails with opposing counsel memorializing agreement for 30 days extension to respond to complaint and opposing counsel citing case law showing that the City may still be liable despite release. Drafted agreed order extending City's time to respond to Complaint and emailed proposed order to opposing counsel.	0.90	
05/23/2022	GB	Legal research subrogation claim when insurer sent city notice of claim before insured signed release. Emails with MDC regarding legal research.	1.80	
05/25/2022	GB	Meeting with MDC regarding strategy moving forward.	0.30	
		FOR CURRENT SERVICES RENDERED	4.50	1,012.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	4.50	$225.00	$1,012.50

TOTAL CURRENT WORK 1,012.50

BALANCE DUE $1,012.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905403
STATEMENT NO: 42120

Attn: Lynn Swanson

adv. Quigley, Theresa (Trip and Fall)

Billing Category: 18 - RLO
Claim #20180501-01

			HOURS	
05/18/2022	GB	Reviewed FDOT's Answer and Affirmative Defenses to ascertain whether discovery is required based on affirmative defenses.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.20	$225.00	$45.00

TOTAL CURRENT WORK 45.00

BALANCE DUE $45.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905421
STATEMENT NO: 42121

Attn: Lynn Swanson

adv. McFadden, Patrick (K9 Injuries)

Billing Category: 18 - RLO
Claim #19779868

			HOURS	
05/03/2022	MDC	review notice of appeal, confer with Gal Betesh and review next steps for 11th Circuit	0.20	
	GB	Email to City and Tristar enclosing Plaintiff's Notice of Appeal. Email to MDC and JAC regarding notice of appeal.	0.20	
	JAC	Review notice of appeal and discuss with Gal Betesh;	0.30	
05/04/2022	CLD	Update electronic file with Notice of Appeal/court entries; drafted and e-filed MDC Notice of Appearance and CIP in 11th Circuit Court of Appeals; drafted Notice of Appearance for GB.	0.80	
	GB	Reviewed Certificate of Interested Person for Appeal.	0.20	
05/05/2022	MDC	review disclosure statement required by Rule 26.1	0.20	
05/18/2022	GB	Emails with MDC regarding returning phone call to opposing counsel. Received and reviewed opposing counsel's Motion to Withdraw. Received and reviewed notice from court that Appellant's Civil Appeal Statement is past due. Telephone conference call with opposing counsel regarding request for extension of time to file Appellant's Civil Appeal Statement.	0.40	
05/23/2022	GB	Received and reviewed Order Denied Defendants' Motion for Costs without prejudice pending Plaintiff's appeal. Email to City and Tristar providing update of ruling.	0.10	
05/24/2022	GB	Emails with tristar regarding cost of appeal.		
		FOR CURRENT SERVICES RENDERED	2.40	460.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.30	$225.00	$67.50
MICHAEL D. CIRULLO	0.40	225.00	90.00
GAL BETESH	0.90	225.00	202.50
CYNTHIA L. DUNN	0.80	125.00	100.00

TOTAL CURRENT WORK 460.00

CITY OF BOYNTON BEACH

06/02/2022

ACCOUNT NO: 306-9905421

STATEMENT NO: 42121

adv. McFadden, Patrick (K9 Injuries)

BALANCE DUE	$460.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905423
STATEMENT NO: 42122

Attn: Lynn Swanson

adv Mata Chorwadi Inc - Homing Inn Federal Lawsuit

Billing Category: 18 - RLO
Claim #19780873

			HOURS	
05/02/2022	GB	Received and reviewed Complaint against Mata Chorwadi from City that was sent over by Plaintiff's counsel who requested a call back to discuss the City's lawsuit against Mata Chorwadi. Discussions with MDC regarding complaint and next steps.	0.30	
05/04/2022	MDC	review materials, call with counsel regarding status of federal lawsuit	0.40	
	GB	Telephone conference call with attorney regarding wrongful death lawsuit filed against Mata Chorwadi.	0.40	
05/12/2022	GB	Received and reviewed Homing Inn's reply brief in costs appeal. Email to MDC regarding arguments in reply.	0.30	
05/16/2022	GB	Filled out CIP certificate pursuant to court order.	0.20	
05/18/2022	GB	Emails with tristar about anticipated fees.	0.20	
		FOR CURRENT SERVICES RENDERED	1.80	405.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.40	$225.00	$90.00
GAL BETESH	1.40	225.00	315.00

TOTAL CURRENT WORK 405.00

BALANCE DUE $405.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905444
STATEMENT NO: 42123

Attn: Lynn Swanson

adv. Estella, Jean (MVA)

Billing Category: 18 - RLO
Claim #19798151

			HOURS	
05/25/2022	GB	Drafted motion for continuance and letter to plaintiff enclosing motion.	0.70	
		FOR CURRENT SERVICES RENDERED	0.70	157.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.70	$225.00	$157.50

Photocopies
TOTAL CURRENT WORK 157.50

BALANCE DUE $157.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905492
STATEMENT NO: 42124

Attn: Lynn Swanson

adv. Flake, Natalie (MVA)

Billing Category: 18 - RLO
Claim #20818346

			HOURS	
05/09/2022	GB	Reviewed Plaintiff's Fifth Request for Production. Email to City regarding request. Continued drafted deposition summary for Officer Schalk in preparation for Plaintiff's deposition.	2.40	
05/10/2022	GB	Legal research regarding officer's duty to clear an intersection in pursuit in a negligence lawsuit.	0.50	
05/16/2022	GB	Emails with City regarding documents responsive to Plaintiff's 5th Request for Production. Began drafting response to Plaintiff's 5th Request for Production.	0.50	
05/17/2022	GB	Received and reviewed initial CME report from Dr. Jacobs. Email to City and Tristar enclosing report.	0.50	
05/18/2022	GB	Continued drafted deposition summary of officer schalk's deposition transcript. Legal research in preparation for Plaintiff's deposition and possible Motion for Summary Judgment.	1.00	
05/19/2022	GB	Emails with Dr. Jacobs office regarding CME report. Reviewed medical records produced in responses to subpoenas from Flake's medical providers for MRI scans. Emails with Tristar regarding Flake CME report and ISO report. Drafted Motion to Continue Trial pursuant to Fla. Rule of Judicial Administration 2.570. Finalized Motion for Continuance pursuant to Judicial Administration Rule 2.570 and email Motion to opposing counsel to confer in good faith prior to filing. Emails with opposing counsel regarding request for continuance. Edits to Motion to Continue. Email to JA asking when next trial period would begin.	1.40	
05/23/2022	GB	Finalized and filed motion to continue trial.	0.20	
05/24/2022	GB	Emails with opposing counsel regarding setting Motion to Continue for hearing. Drafted, filed and served notice of hearing of Motion to Continue.	0.40	
		FOR CURRENT SERVICES RENDERED	6.90	1,552.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	6.90	$225.00	$1,552.50

CITY OF BOYNTON BEACH

06/02/2022

ACCOUNT NO: 306-9905492

STATEMENT NO: 42124

adv. Flake, Natalie (MVA)

Photocopies

03/23/2022	Professional Services Universal Court Reporting	170.85
03/31/2022	Professional Services Universal Court Reporting	115.00
05/09/2022	Professional Services Orthopaedic Center of South Florida PA	1,038.75
	Professional Services	1,324.60
	TOTAL ADVANCES THRU 05/31/2022	1,324.60
	TOTAL CURRENT WORK	2,877.10
	BALANCE DUE	$2,877.10

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905498
STATEMENT NO: 42125

Attn: Lynn Swanson

adv. Clemons, Latosha (Personal Injury
Injury from a Public Art Mural
and It's Unveiling)

Billing Category: 18 - RLO
Claim #20820231

			HOURS	
05/16/2022	GB	Telephone conference call with City regarding Release and settlement. Conversation with JAC regarding release.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905549
STATEMENT NO: 42126

Attn: Lynn Swanson

adv Federick, Carolyn
Personal Injuries – Trip and Fall Sidewalk Injuries

Billing Category: 18 - RLO
Claim #21851368

05/06/2022	Surveillance - Surveillance, LLC	1,540.00
	Professional Services	1,540.00
	TOTAL ADVANCES THRU 05/31/2022	1,540.00
	TOTAL CURRENT WORK	1,540.00
	BALANCE DUE	$1,540.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905558
STATEMENT NO: 42127

Attn: Lynn Swanson

adv. Allen, Christina Joi (MVA COBB Police Vehicle #3620)
(accident 3/24/2021)

Billing Category: 18 RLO
Claim #21846301

			HOURS	
05/19/2022	GB	Received and reviewed emails from City and tristar regarding settlement discussions with opposing counsel. Reviewed file in anticipation for receiving lawsuit.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905561
STATEMENT NO: 42128

Attn: Lynn Swanson

adv Norwood, Michael (Slip and Fall accident 3/4/2021)

Billing Category: 18 - RLO
Claim #21859966

			HOURS	
05/10/2022	GB	Emails with Tristar and City regarding Complaint filed and not served. Reviewed Complaint.	0.30	
05/12/2022	GB	Received and reviewed Complaint and Discovery in preparation for responding.	0.40	
05/19/2022	GB	Legal research and filed Motion to Dismiss Complaint.	1.10	
05/20/2022	GB	Finalized Motion to Dismiss and had Motion filed and served. Emails with opposing counsel regarding agreed order on City's Motion to Dismiss.	0.40	
05/23/2022	GB	Email with opposing counsel regarding resolving Motion to Dismiss Complaint.	0.10	
05/24/2022	GB	Received and reviewed proposed agreed order granting City's Motion to Dismiss and Plaintiff's proposed First Amended Complaint. Emails with opposing counsel regarding documents. Began drafting responses to Plaintiff's First Set of Interrogatories and First Request for Production. Email to City regarding documents requested.	1.10	
05/25/2022	GB	Emails with City and tristar regarding discovery. Emails with opposing counsel regarding First Amended Complaint. Continued drafting answers to Plaintiff's First Set of Interrogatories.	0.50	
05/26/2022	GB	Emails with City regarding discovery. Received and reviewed documents from City regarding claim.	0.60	
05/31/2022	GB	Emails with opposing counsel regarding Order granting Motion to Dismiss and First Amended Complaint.	0.10	
		FOR CURRENT SERVICES RENDERED	4.60	1,035.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	4.60	$225.00	$1,035.00

CITY OF BOYNTON BEACH

06/02/2022

ACCOUNT NO: 306-9905561

STATEMENT NO: 42128

adv Norwood, Michael (Slip and Fall accident 3/4/2021)

Photocopies	
TOTAL CURRENT WORK	1,035.00
BALANCE DUE	$1,035.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905573
STATEMENT NO: 42129

Attn: Lynn Swanson

adv. Hughes, Elba (slip & fall)

Billing Category: 18 - RLO
Claim #21855286

			HOURS	
05/05/2022	GB	Email to opposing counsel regarding settlement offer.	0.10	
05/06/2022	GB	Telephone conference call with City regarding settlement. Email to opposing counsel regarding settlement.	0.30	
05/09/2022	GB	Email to City and Tristar regarding settlement offer by Plaintiff's counsel.	0.10	
05/16/2022	GB	Emails with opposing counsel regarding settlement. Emails with City and Tristar regarding Claimant's settlement offer. Updated RLO chart. Telephone conference call with opposing counsel regarding settlement. Drafted Release. Telephone conference call with City regarding settlement.	0.80	
05/31/2022	GB	Emails with Tristar regarding signed release.	0.10	
		FOR CURRENT SERVICES RENDERED	1.40	315.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	1.40	$225.00	$315.00

TOTAL CURRENT WORK 315.00

BALANCE DUE $315.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Suite 200
Fort Lauderdale, Florida 33308
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905594
STATEMENT NO: 42130

Attn: Lynn Swanson

FDOT- GCME Water Main Damage

Billing Category: 18 - RLO
Claim #21870606

			HOURS	
05/09/2022	GB	Email to City regarding AECOM's analysis regarding best course of action.	0.10	
05/12/2022	GB	Email to City regarding status of report from AECOM (engineering firm).	0.10	
05/13/2022	KLE	Review documents from Gal Betesh;	0.60	
	GB	Received and reviewed emails from City providing update and enclosing documents from AECOM engineering analyzing. Emails to KLE regarding status update.	0.50	
05/16/2022	GB	Prepared for meeting with KLE regarding next steps given engineer's report. Meeting with KLE regarding next steps given engineer's report. Emails with City regarding next steps.	1.10	
	KLE	Review email from Gal Betesh; prepare for and attend conference with Gal Betesh;	0.80	
05/19/2022	GB	Emails with City regarding City decided to solicit bids for point repair. Email to KLE providing update. Emails to City regarding permit when pipe was first installed and when AECON will know whether pipe needs to be moved or not.	0.50	
	KLE	Conference with Gal Betesh	0.30	
05/20/2022	GB	Emails with City regarding next steps with RFP. Email to KLE regarding next steps with RFP.	0.20	
	KLE	Conference with Gal Betesh	0.30	
05/23/2022	KLE	Conference with Gal Betesh re: procurement	0.30	
		FOR CURRENT SERVICES RENDERED	4.80	1,080.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
KERRY L. EZROL	2.30	$225.00	$517.50
GAL BETESH	2.50	225.00	562.50

TOTAL CURRENT WORK 1,080.00

CITY OF BOYNTON BEACH

06/02/2022

ACCOUNT NO: 306-9905594

STATEMENT NO: 42130

FDOT- GCME Water Main Damage

BALANCE DUE	$1,080.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905607
STATEMENT NO: 42131

Attn: Lynn Swanson

adv. Estate of Stanley Davis III

Billing Category: 18 - RLO
Claim #22874044

			HOURS	
05/03/2022	GB	Telephone conference call with City regarding PBA's attorney request. Telephone conference call and emails with JAC regarding PBA's request. Left voicemail and email to Bruce Johnson regarding PBA's request.	0.40	
05/04/2022	GB	Telephone conference call with Bruce Johnson regarding PBA's public records request.	0.30	
		FOR CURRENT SERVICES RENDERED	0.70	157.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.70	$225.00	$157.50

TOTAL CURRENT WORK 157.50

BALANCE DUE $157.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905627
STATEMENT NO: 42132

Attn: Lynn Swanson

Shaun James, Mark Sohn, Andrew Berben and Cory Herny adv. Joseph Smith

			HOURS	
05/17/2022	GB	Reviewed Complaint. Legal research City's duty to pay for representation of Officers sued in their individual capacities. Reviewed PBA agreement for City's duty to pay for representation of Officers sued in their individual capacities. Discussions with MDC and JAC regarding City's duty. Emails with City confirming City's duty to provide officers with representation.	1.10	
		FOR CURRENT SERVICES RENDERED	1.10	247.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	1.10	$225.00	$247.50

TOTAL CURRENT WORK 247.50

BALANCE DUE $247.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

06/02/2022
ACCOUNT NO: 306-9905628
STATEMENT NO: 42133

Attn: Lynn Swanson

adv. McLendon, Riyaaz

			HOURS	
05/25/2022	GB	Reviewed new file documents.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.30	$225.00	$67.50

TOTAL CURRENT WORK	67.50
BALANCE DUE	$67.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

2455 E. Sunrise Blvd.
Suite #1000
Fort Lauderdale, Florida 33304
Tax I.D.#: 65-0220140

May 09, 2022

Billed Through 04/30/2022

Invoice 71558 / MLJ 00281 42094

Via: claims@bbfl.us

City of Boynton Beach
P. O. Box 310
Boynton Beach, FL 33425

Regarding:
Ultimate Bakery and Pastry, Inc. vs. City of Boynton Beach (22879963)

FOR PROFESSIONAL SERVICES RENDERED:

04/01/2022	JLH	Review multiple letters regarding March 30 public records request issued by Lola Torocsik and response by City Clerk	0.60
04/01/2022	JLH	Review letter from Quentin Morgan regarding review of initial draft of motion to dismiss	0.10
04/01/2022	JLH	Revise and edit motion to dismiss and prepare for filing; letter to Quenton Morgan and Shana Bridgeman	0.80
04/01/2022	JLH	Review April 1 letter from Peter Torocsik requesting meeting with City Mayor	0.10
04/01/2022	MLJ	Renew and finalize motion to dismiss	0.70
04/01/2022	MLJ	Prepare detailed correspondence to Diana Taylor and Richard Ignoffo regarding recent activities and intent to file Motion to Dismiss	0.30
04/01/2022	MLJ	Review correspondence from Richard Ignoffo regarding update	0.20
04/01/2022	MLJ	Review correspondences between Richard Ignoffo and Michael Morrill regarding assignment of FLC adjuster	0.30
04/01/2022	MLJ	Prepare correspondence to Michael Morrill regarding assignment of FLC adjuster, Alonzo Hatchette	0.20
04/04/2022	JLH	Review letter from Alonzo Hatchette to City rejecting request for coverage by FMIT	0.30
04/04/2022	MLJ	Review correspondence from Alonzo Hatchette regarding FMIT's review and analysis regarding lawsuit	0.20
04/04/2022	MLJ	Review and analyze FMIT's April 4, 2022, letter to Richard Ignoffo regarding its denial of coverage for claim (4 pages)	0.30
04/06/2022	JLH	Review letter from counsel for Plaintiff regarding proposed conference call on April 7	0.20

04/06/2022	JLH	Letter to counsel for Plaintiff regarding conference call on April 7	0.10
04/06/2022	JLH	Prepare for conference call with counsel for Plaintiff	0.30
04/07/2022	JLH	Telephone conference with counsel for Plaintiff regarding City's motion to dismiss, potential hearing, and potential injunction hearing; prepare memo to file	0.50
04/07/2022	JLH	Telephone conference with Shana Bridgeman regarding concerns raised by counsel for Plaintiff and litigation strategy	0.30
04/11/2022	JLH	Review Plaintiff's response to City's motion to dismiss; review arguments regarding ineligibility for appeal under procurement policy and futility of appeal process	2.50
04/11/2022	JLH	Letter to Shana Bridgeman and Quentin Morgan regarding response to motion to dismiss and proposed hearing	0.30
04/11/2022	MLJ	Review and analyze Plaintiff's lengthy response to City's Motion to Dismiss and case law cited in memorandum of law (9 pages)	0.90
04/11/2022	MLJ	Review and analyze case law and cited in Plaintiff's response to City's Motion to Dismiss; review and analyze City's records and procedurs	1.00
04/19/2022	JLH	Review recent authority from Fifth District regarding remedy of injunction in bid dispute; letter to Shana Bridgeman and Quentin Morgan regarding impact of recent decision in Villas of Cocoa Village	0.80
04/20/2022	MLJ	Prepare correspondence to Diana Taylor providing update on status of case and plaintiff's response	0.20
04/20/2022	MLJ	Prepare detailed correspondence to Diana Taylor providing update on status of case and plaintiff's response	0.20
04/21/2022	MLJ	Review correspondence from Diana Taylor regarding case status update	0.10
04/22/2022	MLJ	Review correspondence from Richard Ignoffo regarding case status update	0.10

	Total Professional Services:		$2,610.00
Hochman, J L	6.90	225.00	$1,552.50
Johnson, Melissa L.	4.70	225.00	$1,057.50

DISBURSEMENTS

04|30|2022	Printing and Imaging Services	73.85
04|30|2022	PACER Research	10.10
04|30|2022	WestLaw Research	150.00
	Total Expenses Advanced:	$233.95

Summary:

Total professional services	$2,610.00
Total expenses incurred	+$233.95
Total Amount Billed	$2,843.95
Less Pre-Paid Applied	$0.00
Please Pay this Amount	**$2,843.95**

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409
Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Karen Klein
P.O. Box 310
Boynton Beach, FL 33425-0310

May 23, 2022
Bill No. 65604

CLIENT: City of Boynton Beach 032
MATTER: McFadden v. CBB/Sohn 20469

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 04/30/22

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
04/07/22	Correspondence to multiple correspondences to and from Gal Betesh, counsel for City, re Joint Motion for Attorney's Fees.	SWK	0.60
04/07/22	Communicate/With Client correspondence to Ms. Klein regarding City's motion for costs and joining same	AGB	0.20
04/20/22	Correspondence to multiple correspondences to and from Gal Betesh, City attorney, re joint Motion for Attorneys Fees.	SWK	0.40
04/22/22	Correspondence to multiple correspondences to and from Gal Betesh, City attorney, re joint Motion for Attorneys Fees.	SWK	0.30
04/26/22	Correspondence to correspondences to and from Karen Klein re Defendants' Joint Motion for Attorney's fees.	SWK	0.20
04/29/22	Correspondence to multiple correspondences to and from Gal Betesh, City attorney, re Plaintiff's Notice of Appeal and Defendants' Joint Motion for Attorney's Fees.	SWK	0.60

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGB	Ann G. Breeden, Associate	0.20	160.00	32.00
SWK	Stephanie W. Kaufer, Partner	2.10	185.00	388.50
	Total Professional Services	**2.30**		**$420.50**

DISBURSEMENTS

Date	Description	Amount

DISBURSEMENTS

Date	Description	Amount
04/29/22	Expert Witness Fees #007132;expert witness - Storm Dog K9 Training	5,000.00
	Total Disbursements	**$5,000.00**

CURRENT BILL TOTAL AMOUNT DUE	**$**	**5,420.50**
Balance Forward:		289.50
Payments & Adjustments:		-0.00
Total Due:	**$**	**5,710.00**

Please return this page with remittance

to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **65604**
Bill Date: **May 23, 2022**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **20469**
Matter Name: **McFadden v. CBB/Sohn**

Total Professional Services		420.50
Total Disbursements		5,000.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**5,420.50**
Balance Forward:		289.50
Payments & Adjustments:		-0.00
Total Due:	**$**	**5,710.00**
Past Due Balance		289.50
TOTAL AMOUNT DUE		**$5,710.00**

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

2455 E. Sunrise Blvd.
Suite #1000
Fort Lauderdale, Florida 33304
Tax I.D.#: 65-0220140

June 03, 2022

Billed Through 05/31/2022

Invoice 71728 / MTB 00281 42164

VIA: OldburyJ@bbfl.us

Julie Oldbury, Director
Human Resources and Risk Management
City of Boynton Beach
P. O. Box 310
Boynton Beach, FL 33425

Regarding:
Joseph Smith vs. Boynton Beach, Shaun James, Mark Sohn, Andrew Berben and Cory Henry (Tristar Claim No. 22885543 and PGCS Claim No. 394052)

FOR PROFESSIONAL SERVICES RENDERED:

05/17/2022	MTB	Receipt and review of email and attached Amended Complaint regarding new assignment	1.20
05/24/2022	MTB	Receipt and review of email from Julie Oldbury	0.10
05/24/2022	MTB	Continued review of police reports and video of the subject arrest	1.00
05/24/2022	MTB	Receipt and review of email from Julie Oldbury	0.10
05/25/2022	MTB	Preparation of Notice of Appearance for Officer Berben	0.10
05/25/2022	SDA	Review Axon video; prepare notes to file regarding observations	0.80
05/25/2022	SDA	Review Complaint and assess grounds for dismissal	0.90
05/25/2022	SDA	Review and study deposition of Mark Sohn from State v Smith, PBC Case No. 18-4233	1.30
05/25/2022	SDA	Review and study deposition of Andrew Berben from State v Smith, PBC Case No. 18-4233	1.40
05/25/2022	SDA	Review Motion to Suppress from criminal case	0.40
05/25/2022	SDA	Review 19-page Brief on Motion to Suppress	1.20
05/25/2022	SDA	Telephone conference with A. Behren to discuss case and scheduling in-person conference	0.20
05/25/2022	SDA	Prepare notes to file from conference with Sgt. Berben	0.10
05/25/2022	SDA	Prepare correspondence and calendar invite to Berben regarding 6/8 meeting	0.20
05/26/2022	MTB	Receipt and review of Order Requiring Joint Scheduling Report	0.20

05/27/2022	MTB	Begin preparation of Sgt. Berben's Answer and Defenses to Amended Complaint	1.20
05/31/2022	MTB	File review and continued preparation of Sergeant Berben's Response to Complaint	1.00

	Total Professional Services:			$2,565.00
	Burke, Michael T.	4.90	225.00	$1,102.50
	Alexander, Scott D	6.50	225.00	$1,462.50

DISBURSEMENTS

05|31|2022	Printing and Imaging Services	71.05
	Total Expenses Advanced:	$71.05

Summary:

Total professional services	$2,565.00
Total expenses incurred	+$71.05
Total Amount Billed	$2,636.05
Less Pre-Paid Applied	$0.00
Please Pay this Amount	**$2,636.05**

OLDS & STEPHENS, P.A.
312 Eleventh Street
P. O. Box 4523
West Palm Beach, FL 33401

Invoice submitted to:
Julie Oldbury, IPMA-SCP, CLRP
Director of Human Resources and
Risk Management
Human Resources and Risk
Management
100 East Boynton Beach Boulevard
Boynton Beach, FL 33435

June 09, 2022
In Reference To: Client/Insured: Boynton Beach
Claimant: Smith
Claim No.:
Date/Loss:

Invoice # 10135

TAXPAYER I.D. NO.:
65-0385869

Professional Services

			Hrs/Rate	Amount
5/17/2022	DS	Receipt and review of Amended Complaint served on client Sgt. Cory Herny, individually	0.80 250.00/hr	200.00
	DS	Receipt, review, and analysis of reports, video and radio communications received via email	2.00 250.00/hr	500.00
	DS	Researched and reviewed case law concerning traffic stops	3.30 250.00/hr	825.00
5/18/2022	DS	Continued reviewing traffic stop case law	1.90 250.00/hr	475.00
5/19/2022	DS	Researched and began reviewing reasonable suspicion for dog sniff during a traffic stop	2.70 250.00/hr	675.00
5/20/2022	DS	Second telephone conference with client re: case issues	0.10 250.00/hr	25.00

			Hrs/Rate	Amount
5/20/2022	DS	Telephone conference with client re: case issues	0.20 250.00/hr	50.00
5/23/2022	DS	Review of Fourth Amendment case law	3.30 250.00/hr	825.00
5/24/2022	DS	Reviewed investigative file and case law in preparation for initial conference with client	2.50 250.00/hr	625.00
	DS	Attendance at initial conference with client	1.10 250.00/hr	275.00
5/25/2022	DS	Receipt and review of Notice of Appearance filed by M. Burke	0.10 250.00/hr	25.00
5/26/2022	DS	Receipt of Order requiring Joint Scheduling Report and attached forms	0.20 250.00/hr	50.00
5/27/2022	DS	Receipt and review of Notice of Appearance filed by Lourdes Wydler	0.10 250.00/hr	25.00
5/30/2022	DS	Reviewed case law re: common law Malicious Prosecution claim	3.40 250.00/hr	850.00
5/31/2022	DS	Review and analysis of Amended Complaint allegations against client, Cory Herny	1.30 250.00/hr	325.00
	DS	Research and review of case law re: Section 1983 Malicious Prosecution claim	4.30 250.00/hr	1,075.00
	For professional services rendered		27.30	$6,825.00
	Balance due			$6,825.00

User Summary

Name	Hours	Rate	Amount
DON STEPHENS	27.30	250.00	$6,825.00

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

2455 E. Sunrise Blvd.
Suite #1000
Fort Lauderdale, Florida 33304
Tax I.D.#: 65-0220140

June 03, 2022

Billed Through 05/31/2022

Invoice 71766 / EBJ 00281 42070

Via: claims@bbfl.us

City of Boynton Beach
P. O. Box 310
Boynton Beach, FL 33425

Regarding:
Shannon Thompson and Stanley Davis, Jr., for Estate of Stanley Davis III vs.
City of Boynton Beach (Tristar claim no.: 22874044)

FOR PROFESSIONAL SERVICES RENDERED:

05/03/2022	EBJ	Analyze various correspondence from City Attorney's Office concerning public records request, prepare response to same as well as telephone conference with assistant City Attorney, Gal Betesh, Esq.	0.70
05/03/2022	EBJ	Review correspondence from City Attorney concerning public records request from PBA attorney, research and provide explanations for redactions	1.30
05/04/2022	EBJ	Telephone conference with Vanessa Snow concerning upcoming meeting with City Commission and members of public concerning IA investigation, discuss current Florida statutes and law concerning confidentiality of IA investigations until complete and memo to file	0.40
05/24/2022	EBJ	Review correspondence from Julie Oldbury with video of Stanley Davis' mother threatening City and officer as well as calling officer a murderer, analyze same, prepare correspondence to client	0.80

Total Professional Services: $720.00

Johnson, E. Bruce 3.20 225.00 $720.00

DISBURSEMENTS

05|31|2022	Printing and Imaging Services	14.70

Total Expenses Advanced: $14.70

Summary:

Total professional services	$720.00
Total expenses incurred	+$14.70
Total Amount Billed	$734.70
Less Pre-Paid Applied	$0.00
Please Pay this Amount	**$734.70**

JONES FOSTER P.A.

P.O. Box 3475
West Palm Beach, FL 33402-3475

505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401-5950

561 659 3000 T
jonesfoster.com

Tax I.D. 59-1292566

City of Boynton Beach
c/o James Cherof, Esq.
100 E Ocean Ave
Boynton Beach, FL 33435

April 30, 2022
Invoice No. 251319
File No. 29049.00002
TJB

Represent City with respect to litigation over a development

REMITTANCE COPY

TOTALS FOR THIS STATEMENT

	RATE/HR.	HOURS	AMOUNT
JOANNE M. OCONNOR	350.00	3.70	$1,295.00
THOMAS J. BAIRD	350.00	6.00	$2,100.00

TOTAL FEES THIS INVOICE	$3,395.00
TOTAL COSTS ADVANCED THIS INVOICE	$0.00
TOTAL CHARGES THIS INVOICE	**$3,395.00**
PREVIOUS BALANCE	$0.00
TOTAL ACCOUNT BALANCE	**$3,395.00**

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.

PAYMENTS RECEIVED AFTER THE PREPARATION OF THIS INVOICE WILL NOT BE REFLECTED. IF AN UNPAID PRIOR BALANCE IS DISPLAYED ABOVE AND YOU HAVE RECENTLY REMITTED PAYMENT, PLEASE PAY ONLY THE CURRENT INVOICE CHARGES.

THANK YOU

DUE UPON RECEIPT

JONES FOSTER P.A.

P.O. Box 3475
West Palm Beach, FL 33402-3475

505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401-5950

561 659 3000 T
jonesfoster.com

Tax I.D. 59-1292566

City of Boynton Beach
c/o James Cherof, Esq.
100 E Ocean Ave
Boynton Beach, FL 33435

April 30, 2022
Invoice No. 251319
File No. 29049.00002
TJB

Represent City with respect to litigation over a development

TOTALS FOR THIS STATEMENT

	RATE	HOURS	AMOUNT
JOANNE M. OCONNOR	350.00	3.70	$1,295.00
THOMAS J. BAIRD	350.00	6.00	$2,100.00

TOTAL FEE THIS INVOICE	$3,395.00
TOTAL COSTS ADVANCED THIS INVOICE	$0.00
TOTAL CHARGES THIS INVOICE	**$3,395.00**
PREVIOUS BALANCE	$0.00
TOTAL ACCOUNT BALANCE	**$3,395.00**

JONES FOSTER P.A.

City of Boynton Beach
Represent City with respect to litigation over a development

April 30, 2022
Invoice No. 251319
File No. 29049.00002

FOR PROFESSIONAL SERVICES RENDERED:

DATE	INDV	DESCRIPTION OF SERVICES	HOURS	AMOUNT
04/19/22	TJB	RECEIVE AND REVIEW VERIFIED MOTION TO INTERVENE; TELEPHONE CONFERENCE WITH CITY ATTORNEY CHEROF; RECEIVE AND REVIEW EMAIL CORRESPONDENCE FROM CITY MANAGER LAVERRIERE; EXCHANGE MULTIPLE EMAIL CORRESPONDENCE WITH CITY ATTORNEY RE JKM SUCCESSOR; REVIEW EMAIL CORRESPONDENCE FROM ATTORNEY MARKOW RE PURCHASER OF JKM PROPERTY	1.30	455.00
04/21/22	JMO	REVIEW EMERGENCY MOTION TO INTERVENE BY E2L; CONFER T BAIRD; EMAIL CHEROF, BAIRD	0.40	140.00
04/21/22	JMO	TEL CALL BAIRD, BETESH, CHEROF RE STATUS	0.50	175.00
04/21/22	JMO	EMAILS TO K MARKOW, M STEMPLER; TEL CALL M STEMPLER	0.20	70.00
04/21/22	JMO	EMAILS WITH BYRD CAMPBELL LAWYERS RE E2L MOTION TO INTERVENE	0.10	35.00
04/21/22	TJB	REVIEW EMAIL CORRESPONDENCE EXCHANGED BETWEEN JIM, GAL AND JMO; TELEPHONE CONFERENCE WITH JIM, GAL AND JMO RE E2L'S MOTION TO INTERVENE	0.70	245.00
04/22/22	JMO	TEL CALL T ALLISON,COUNSEL FOR E2L	0.30	105.00
04/22/22	JMO	EMAIL CHEROF, BETESH, DOODY, BAIRD RE STATUS	0.20	70.00
04/22/22	JMO	REVIEW E2L MOTION TO INTERVENE, STANDARDS FOR INTERVENTION, IN ADVANCE OF CALL WITH T ALLISON	0.30	105.00
04/22/22	JMO	TEL CALL M STEMPLER FOR JKM	0.20	70.00
04/22/22	TJB	TELEPHONE CONFERENCE WITH D. J. DOODY; TELEPHONE CONFERENCE WITH JMO; EXCHANGED EMAIL CORRESPONDENCE WITH DJ DOODY; RECEIVE AND REVIEW SUMMARY OF JMO'S TELEPHONE CALL WITH ATTORNEY ALLISON	0.50	175.00
04/25/22	TJB	RECEIVE AND REVIEW EMAIL CORRESPONDENCE FROM ATTORNEY THOMAS ALLISON RE MOTION TO INTERVENE	0.20	70.00
04/26/22	JMO	ZOOM CONFERENCE JKM COUNSEL; ZOOM CONFERENCE G BETESH, J CHEROF, T BAIRD	1.00	350.00

04/26/22	TJB	ZOOM CONFERENCE CALL WITH JKM ATTORNEYS RE PROPOSED SALE TO TIME EQUITY; TELEPHONE CONFERENCE WITH ATTORNEYS BETESH, CHEROF AND JMO	1.00	350.00
04/27/22	JMO	EMAILS WITH E2L COUNSEL T ALLISON RE HEARING ON MOTION TO INTERVENE; EMAILS FROM M STEMPLER	0.20	70.00
04/27/22	JMO	EMAIL FROM T BAIRD RE CALL WITH B MILLER	0.10	35.00
04/27/22	TJB	TELEPHONE CONFERENCE WITH BRADLEY MILLER; EMAIL CORRESPONDENCE TO CITY ATTORNEYS RE CONFERENCE CALL WITH MILLER; EMAIL CORRESPONDENCE TO MAYOR PENSERGA; TELEPHONE CONFERENCE WITH CITY ATTORNEY CHEROF; TELEPHONE CONFERENCE WITH INTERIM CITY MANAGER & MAYOR PENSERGA	2.00	700.00
04/28/22	JMO	EMAIL FROM STEMPLER RE SETTLEMENT DISCUSSIONS; FROM T BAIRD RE CALL WITH MAYOR	0.20	70.00
04/28/22	TJB	EXCHANGE EMAIL CORRESPONDENCE WITH CITY ATTORNEY CHEROF RE MILLER; REVIEW ORDER SETTING HEARING ON E2L'S MOTION TO INTERVENE; REVIEW EMAIL CORRESPONDENCE FROM CITY ATTORNEY CHEROF TO THE COMMISSION RE E2L'S MOTION TO INTERVENE	0.30	105.00
		TOTAL HOURS	9.70	

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Accept the written report to the Commission for purchases over $10,000 for the month of May 2022.

Explanation of Request:
Per Ordinance No.01-66, Chapter 2, Section 2-56.1 Exceptions to competitive bidding, Paragraph b, which states: Further, the City Manager, or designee is authorized to execute a purchase order on behalf of the City for such purchases under the $35,000 bid threshold for personal property, commodities, and services, or $100,000 for construction. The City Manager shall file a written report with the City Commission at the second Commission meeting of each month listing the purchase orders approved by the City Manager, or designee. All backup documentation is available upon request. Below is a list of the purchases for May 2022:

Purchase Order #	Vendor	Amount
221361	BROADCAST SYSTEMS	$13,783.14
221381	FLUID CONTROL SPECIALTIES INC	$18,922.00
221382	A-1 AIR SOLUTIONS, LLC	$12,681.51
221384	TEN 8 FIRE EQUIPMENT INC	$11,451.16
221391	FLORIDA SIDEWALK SOLUTIONS, LLC	$13,348.83
221392	EAGLE PAINTING	$11,520.00
221397	GIANNETTI CONTRACTING CORPORATION	$96,285.00
221419	ALL COUNTIES PAINTING LLC	$27,450.00
221421	CON TECH BUILDING CORP.	$27,475.00
221422	ANZCO, INC.	$52,982.50
221424	BARNEY'S PUMPS INC.	$33,024.00
221425	MADSEN / BARR CORPORATION	$16,030.00
221429	ALEXIS KNIGHT ARCHITECT, INC.	$29,606.33
221448	APPLE, INC.	$17,552.00
221453	INTERSTATE SIGN CRAFTERS INC.	$15,029.65

How will this affect city programs or services?
Ordinance No.01-66, Chapter 2, Section 2-56.1 assists departments in timely procurement of commodities, services, and personal property. Administrative controls are in place with the development of a special processing form titled "Request for Purchases over $10,000" and each purchase request is reviewed and approved by the Department Director, Finance Department, and City Manager, or designee.

This Ordinance reduces the paperwork by streamlining processes within the organization. It allows administration to maintain internal controls for these purchases, reduce the administrative overhead of processing for approval, and allow for making more timely purchases.

Fiscal Impact: There is a total fiscal impact of $397,141.12, for these items, that has been budgeted in FY21/22.

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Attachment	Purchases over $10,000-May 2022

CITY OF BOYNTON BEACH
APPROVED REQUESTS FOR PURCHASES OVER $10,000
FOR MAY 2022

1.	**Vendor:** BROADCAST SYSTEMS	**Purchase Amount:**		$13,783.14
	Requesting Department: POLICE	**Contact Person:**	KARL MARACOTTA	
		Date: 5/3/2022		
	Brief Description of Purchase: Purchase of three (3) walk-thru metal detectors for the Police Dept. headquarters and City Hall.			
	Source for Purchase: Piggyback - GSA Contract # GS-07-F17GA	**Fund Source:**	001-2112-521.64-02	
2.	**Vendor:** FLUID CONTROL SPECIALTIES INC.	**Purchase Amount:**		$18,922.00
	Requesting Department: WAREHOUSE	**Contact Person:**	JEN PACIELLO	
		Date: 5/5/2022		
	Brief Description of Purchase: East water treatment plant (wellfield) - Purchase two (2) replacement valves that are leaking oil and no longer operate correctly. One is for filter #2 and the other is for backwash supply.			
	Source for Purchase: Sole Source	**Fund Source:**	401-2811-536.52-75	
3.	**Vendor:** A-1 AIR SOLUTIONS, LLC	**Purchase Amount:**		$12,681.51
	Requesting Department: WEST WATER ADMIN	**Contact Person:**	HOWARD KERR	
		Date: 5/5/2022		
	Brief Description of Purchase: Repair of main AC unit that cools the West Water Treatment Plant 2nd floor lab and offices. Needed compressor, contactors and driers.			
	Source for Purchase: Contract # 012-2511-20	**Fund Source:**	403-5000-535.65-04 WT2102	
4.	**Vendor:** TEN 8 FIRE EQUIPMENT INC	**Purchase Amount:**		$11,451.16
	Requesting Department: FIRE STATION NO. 5	**Contact Person:**	MIDLINE CIVIL	
		Date: 5/5/2022		
	Brief Description of Purchase: Purchase of three (3) 20" PPV battery operated fans with battery to build pressure and cool the structure. Higher internal pressure drives ventilation to clear smoke from the structure and will reduce response time by three (3) to four (4) minutes.			
	Source for Purchase: 3 Quotes	**Fund Source:**	001-2210-522.64-06	
6.	**Vendor:** FLORIDA SIDEWALK SOLUTIONS, LLC	**Purchase Amount:**		$13,348.83
	Requesting Department: ENGINEERING	**Contact Person:**	CARL FRUMENTI	
		Date: 5/9/2022		
	Brief Description of Purchase: Sidewalk repairs - Trip hazards on various locations throughout the City.			
	Source for Purchase: Piggyback: Town of Miami Lakes ITB # 2018-40	**Fund Source:**	303-4905-580.63-08 CP0266	
7.	**Vendor:** EAGLE PAINTING	**Purchase Amount:**		$11,520.00
	Requesting Department: PUBLIC WORKS	**Contact Person:**	JOSE MURRAY	
		Date: 5/9/2022		
	Brief Description of Purchase: Exterior painting for several Monument/Signs in various Parks throughout the City.			
	Source for Purchase: Contract # 013-2511-19	**Fund Source:**	303-4299-580.63-06 GG1820	
8.	**Vendor:** GIANNETTI CONTRACTING CORPORATION	**Purchase Amount:**		$96,285.00
	Requesting Department: WEST WATER ADMIN	**Contact Person:**	HOWARD KERR	
		Date: 5/9/2022		
	Brief Description of Purchase: Task Order # WP-12-2022: Conduct a Mechanical Integrity Test (MIT) at the deep injection well in the West Water Treatment Plant in coordination with the City Consultant to obtain the necessary information for the MIT report and obtaining permit approval with the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC).			
	Source for Purchase: Contract # 028-2821-19	**Fund Source:**	403-5000-533.65-02 WT2102	

9. **Vendor:** ALL COUNTIES PAINTING LLC **Purchase Amount:** $27,450.00

Requesting Department: PUBLIC WORKS **Contact Person:** GAIL MOOTZ
Date: 5/16/2022

Brief Description of Purchase:
Fire Station #2 Apparatus Bay: Etch concrete floor with muriatic acid prior to paint application. Pressure wash surfaces thoroughly prior to coating application. Remove any irregularities by scraping & sanding to produce a uniform surface. Spot fill in any holes and/or cracks with floor coating.

Source for Purchase: Contract # 013-2511-19 **Fund Source:** 303-4126-522.62-01 FA2204

10. **Vendor:** CON TECH BUILDING CORP. **Purchase Amount:** $27,475.00

Requesting Department: PUBLIC WORKS **Contact Person:** CARL FRUMENTI
Date: 5/17/2022

Brief Description of Purchase:
Bridge repairs recommendation by Florida Department of Transportation (FDOT). Locations: S. Lake Drive bridge and Mission Hills Rd bridge.

Source for Purchase: 3 Quotes **Fund Source:** 303-4906-541.63-22 TR0903

11. **Vendor:** ANZCO, INC. **Purchase Amount:** $52,982.50

Requesting Department: FACILITIES **Contact Person:** JOSE MURRAY
Date: 5/17/2022

Brief Description of Purchase:
Task Order No. F-04-2022 Boynton Beach School House Museum - Flooring: Install of vinyl hardwood flooring, Armstrong - Rigid Core Vantage, Summerfield Oak Sunset Glow - A6905.

Source for Purchase: Contract # 028-2511-20 **Fund Source:** 303-4107-580.62-03 GG2204

12. **Vendor:** BARNEY'S PUMPS INC. **Purchase Amount:** $33,024.00

Requesting Department: EAST UTILITY ADMIN - Wastewater Lift Stations **Contact Person:** MARC FILSAIME
Date: 5/17/2022

Brief Description of Purchase:
Purchase of spare pumps for Lift Stations.

Source for Purchase: Contract # 014-2821-19 **Fund Source:** 401-2816-536.52-75

13. **Vendor:** MADSEN / BARR CORPORATION **Purchase Amount:** $16,030.00

Requesting Department: EAST UTILITY ADMIN - Wastewater Collection **Contact Person:** TREMAINE JOHNSON
Date: 5/17/2022

Brief Description of Purchase:
Repair Services for Storm Water for TV/Clean at 2047 High Ridge Road

Source for Purchase: Contract # 019-2821-19 **Fund Source:** 401-2811-536.52-75

14. **Vendor:** ALEXIS KNIGHT ARCHITECT, INC. **Purchase Amount:** $29,606.33

Requesting Department: FACILITIES **Contact Person:** KEVIN RAMSEY
Date: 5/19/2022

Brief Description of Purchase:
Oyer Boat Park - Construction Phase Services - repairs and alterations to modify the existing boat ramps and floating docks within the facility

Source for Purchase: GSA Dated: May 12, 2022 Contract # 046-2821-17 **Fund Source:** 302-4211-572.63-05 RP2131

15. **Vendor:** APPLE, INC. **Purchase Amount:** $17,552.00

Requesting Department: LIBRARY **Contact Person:** MICHAEL NAUGHTON
Date: 5/25/2022

Brief Description of Purchase:
Purchase equipment to provide mobile laptop cart with laptops for the full-time professional trainer to teach classes for Library cardholders ages 18+.

Source for Purchase: Contract # 028-2210-021 **Fund Source:** 105-3221-513.52-20
NASPO 43211500-WSCA-15-ACS 105-5106-571.52-20

16. **Vendor:** INTERSTATE SIGN CRAFTERS INC. **Purchase Amount:** $15,029.65

Requesting Department: FACILITIES **Contact Person:** GAIL MOOTZ
Date: 5/27/2022

Brief Description of Purchase:
Manufacturing and installation of ADA Signage for offices and cubicles in City Hall and Library

Source for Purchase: Sole Source **Fund Source:** 001-1214-512.52-20

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Proposed Resolution No. 22-085 - Approve and ratify the Collective Bargaining Agreement between the Palm Beach County Police Benevolent Association Police Captains and the City.

Explanation of Request:
The Police Captains were recognized by Public Employee Relations Committee (PERC) as a bargaining unit, pursuant to PERC Cert 2020. Upon recognition, the City and Union commenced negotiations for a Collective Bargaining Agreement; negotiations took place between December 2, 2021 through April 21, 2022. The Union members unanimously ratified the Agreement on May 19, 2022. As the final step in this process, the Collective Bargaining Agreement is presented to the Commission for action.

How will this affect city programs or services? Having successor agreements in place will provide bargaining unit employees and management with guidance on the current terms and conditions of employment in effect.

Fiscal Impact:
The monetary terms (wages) in the Collective Bargaining Agreement are retroactive to October 1, 2021. The collective net difference in wages following bargaining is $56,900.00.

Alternatives: Do not ratify and the Parties will return to bargaining.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Resolution	Resolution ratifying PBC PBA Police Captains CBA 21-24
Addendum	PBA Police Captains' Collective Bargaining Agreement

RESOLUTION R22-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH, FLORIDA AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION FOR THE POLICE CAPTAINS FOR THE PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024, AND AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO SIGN THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach and the Palm Beach County Police Benevolent Association have successfully concluded negotiations for a three (3) year contract for the Police Captains; and

WHEREAS, the City Commission of the City of Boynton Beach deems it to be in the best interests of the residents and citizens of the City to ratify the Collective Bargaining Agreement and execute the same.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby ratify the Agreement between the City of Boynton Beach and the Palm Beach County Police Benevolent Association Police Captains Unit for the period of October 1, 2021 through September 30, 2024, and authorizes and directs the Interim City Manager to sign the Agreement, a copy of said agreement being attached hereto as Exhibit "A".

Section 3. This Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this 21st day of June, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesus, MMC
City Clerk

(Corporate Seal)

AGREEMENT

BETWEEN

CITY OF BOYNTON BEACH, FLORIDA

AND

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

POLICE CAPTAINS

FOR A TERM EXPIRING ON SEPTEMBER 30, 2024

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ARTICLE 1

PREAMBLE

This Agreement is entered into by the City of Boynton Beach, Florida, hereinafter referred to as the "City" and Palm Beach County Police Benevolent Association, Inc., located in West Palm Beach, Florida, hereinafter referred to as the "PBA" for the purpose of setting forth the Parties' Agreements regarding rights, wages, hours, terms and conditions of employment, and benefits.

ARTICLE 2

RECOGNITION AND NOTICE

The City recognizes the Palm Beach County Police Benevolent Association ("PBA") as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for the bargaining unit consisting of all full time sworn police officers within the following job classification: Police Captain [PERC Certification 2020] or as modified by PERC. The term "member" or "employee" will mean any member in the bargaining unit.

The PBA recognizes the City Manager, the City's chief executive officer, or his/her designees as the exclusive City representative(s) for the purpose of collective bargaining with respect to the wages, hours and terms and conditions of employment of PBA bargaining unit employees.

All notices concerning the wages, benefits, and conditions of employment of bargaining employees to the PBA will be addressed to the attention of PBA President with a copy to the PBA General Counsel and mailed or delivered to 2100 N. Florida Mango Road, West Palm Beach, FL 33409. If changes occur, the PBA will advise the City in writing of the names and addresses of other PBA representatives, if any, who are authorized to accept notices from the City. Notice by the City to anyone other than those persons designated by the PBA does not satisfy legal notice and is not binding on the PBA.

All notices to the City will be addressed to the City Manager with a copy to the City's HR Director and mailed to P.O. Box 310, Boynton Beach, FL 33425. If changes occur, the City will advise the PBA in writing of the names and addresses of other City representatives, if any, who are authorized to accept notices from the PBA. Notice by the PBA to anyone other than those persons designated by the City Manager does not satisfy legal notice and is not binding on the City.

ARTICLE 3

NON-DISCRIMINATION

The City will not interfere with the rights of officers to become members of the PBA, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any officer because of membership or because of any activity in any official capacity on behalf of the PBA. The PBA shall not discriminate against any bargaining unit member who fails to join the PBA, as provided by law. The sole remedy for charges in this paragraph is the filing of an Unfair Labor Practice (ULP).

The City and the PBA oppose discriminatory behavior of any nature. The City and the PBA shall work jointly to eradicate discriminatory conduct in the work place. To that end, the City and the PBA agree that both Parties have an affirmative duty to act against discriminatory behavior when it occurs in their presence or comes to their attention. Discriminatory conduct by an employee can result in disciplinary action up to and including termination. Discriminatory conduct means any communication, verbal or non-verbal, which is unwelcome, objectionable, or not acceptable, desired, or solicited and relates to race, sex, color, religion, gender, gender identity or expression, national origin, physical or mental disability, sexual orientation, age, marital status, or any other unlawful factor. Alleged violations of this section shall not be subject to the grievance and/or arbitration procedure established herein; rather, they may be filed with and remedied by the appropriate local, state, and/or federal agency. Sustained allegations of violations of this paragraph resulting from an internal investigation remain subject to the grievance and/or arbitration procedures established herein.

Bargaining unit members have an affirmative duty to report any discriminatory conduct to the City's Director of Human Resources and Risk Management and Internal Affairs.

Complaints of Alleged Violations of EEOC Laws

Any investigation into a complaint of a Law Enforcement Officer's alleged violation of any provision of a law/regulation under the purview of the Equal Employment Opportunity Commission (EEOC) requires involvement and oversight by the City's designated EEO Officer: the Director of Human Resources and Risk Management. As such, the Director of Human Resources and Risk Management shall be immediately notified by the Police Chief (or Acting Police Chief) of any such complaint/allegation made against a Law Enforcement Officer and of the opening of an Internal Affairs case/investigation related to such complaint/allegation. The Director of Human Resources and Risk Management is subject to all confidentiality requirements applicable to Internal Affairs investigations and the penalties for violating any such provision.

The Director of Human Resources and Risk Management shall have immediate access to and shall promptly review the complaint/allegation and any information provided in connection with the complaint/allegation. Internal Affairs investigator(s) shall then confer and consult with the Director of Human Resources and Risk Management on all aspects of the investigation. The Director of Human Resources and Risk Management may be present at any investigatory interview/interrogation but may not directly question a member during that interview unless requested by the member.

Any complaint of a Law Enforcement Officer's alleged violation of any provision of a law/regulation under the purview of the EEOC that is made directly to, or filed directly with, a member of the City's Human

Resources and Risk Management Department shall be immediately referred to the Police Chief (or Acting Police Chief).

The City shall follow all provisions of law set forth in Florida Statutes, Sections 112.532, 112.533, and 112.534, commonly known as the "Police Officers Bill of Rights," throughout the investigation.

ARTICLE 4

DUES DEDUCTION

The City will deduct Union dues from the pay of any bargaining unit member who voluntarily requests such deductions upon receipt of a notice from the PBA and approval by the City. The total amount of deductions shall be remitted each month by the City to the Treasurer of the PBA. This authorization shall remain in full force and effect during the term of this Agreement or for thirty (30) days after notification of the revocation of the authorization to deduct by the employee.

ARTICLE 5

UNION BUSINESS

Section 1.

Up to two (2) elected PBA representatives who are on duty may be granted paid leave to engage in representation activities on behalf of the PBA or any member as follows:

A. Engaging in collective bargaining with the representatives of the City.
B. Processing of grievances.
C. Accompanying a fellow bargaining unit member when:

1. The member is required to appear at a hearing related to a grievance.
2. The member is presenting or responding to a grievance.
3. The member is subject to questioning and believes (s)he may be disciplined. The City may negate the member's concern regarding discipline by written confirmation to the officer that (s)he will not be disciplined based on answers provided in the questioning.
4. The member is attending a pre-determination hearing.

The City may deny a request for time off if it interferes with productivity or staffing needs. However, the exercise of such right on the City's part shall not allow the City to proceed in a manner which deprives the employee of his or her right of representation.

A PBA representative employed by the City may be permitted to take unpaid leave to attend functions of the PBA. If the leave results in the City incurring overtime directly related to the absence, the City will not approve the request.

Section 2.

No employee may engage in PBA business or use City equipment or property while on duty except as referenced in Section 1.

ARTICLE 6

BULLETIN BOARD

The City will provide bulletin board space; one in the Briefing Room and one in the Support Services Section for the exclusive use of the PBA, for posting bulletins, notices and other union material. The Union will supply locking style bulletin boards. A notice or item placed on the bulletin board shall bear, on its face, the legible designation of the PBA responsible for placing of this notice or item on the bulletin board. The Union will hold harmless and indemnify the City for all claims or actions arising from materials placed on the bulletin board.

ARTICLE 7

ASSIGNMENT PAY

Section 1. Police Captains, who are assigned by the Chief of Police (or Designee), to serve in the capacity of Acting Major for a period of more than seven (7) consecutive calendar days shall be paid seven percent (7%) above the Captain's regular rate of pay.

ARTICLE 8

VACANCIES AND PROBATION

Section 1. Vacant positions shall be filled by the City through recruitment and selection of employees on the basis of their qualifications and relative knowledge, abilities, and skills. The decision to fill a vacant position is reserved to the discretion of the City Manager.

Section 2. All newly promoted Police Captains have a probationary period of one (1) year from the date of promotion.

Section 3. During a Captain's probationary period, a Captain is subject to removal from his/her position without statement of cause.

Section 4. A promoted Captain who is removed from his/her position for performance issues unrelated to misconduct during probation shall be demoted to the position of Police Sergeant at previous level of seniority. If all Sergeant positions are filled, the least senior Sergeant (based on time in rank) will be reclassified to a Police Officer.

ARTICLE 9

MANAGEMENT RIGHTS

It is the right of the City to determine unilaterally the purpose of its Police Department, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement or limited by law shall remain with the City.

ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 1.

Bargaining unit members have a 7-day work cycle. For the purpose of calculating overtime, bargaining unit members will be paid overtime for all hours worked in excess of 40 hours in a 7-day work cycle retroactive to January 1, 2022.

For purposes of calculating overtime, only hours actually worked, or hours worked for Department authorized training shall be counted as hours worked.

Overtime pay, when so granted, will normally be contained in the member's next regular pay check following the time worked.

Employees who are in an on-duty status seven (7) minutes either prior to or after their shift will not be eligible for overtime pay. Employees who are in an on-duty status more than seven (7) minutes either prior to or after their shift must be so only with the Supervisor's approval in order to be eligible for overtime pay.

The City may round start and end time of work and round to the quarter hour consistent with 29 C.F.R. § 785.48.

Example:
6:53 – 7:07 = 7:00
7:08 – 7:22 = 7:15
7:23 – 7:37 = 7:30
7:38 – 7:52 = 7:45

Section 2.

Pursuant to Article 9, it is a Management Right to establish and change the starting and quitting times and the number of hours and shifts to be worked. Individual work schedules may be flexed (hour for hour) by personnel upon request by the employee and mutual agreement between employee and supervisor. Flexing of time must occur only within a single work week.

Section 3.

No member of the Bargaining Unit shall be required or allowed to work more than sixteen (16) continuous hours except during a declared emergency or during an ongoing immediate investigation or when overtime is required to complete an on-duty assignment, i.e. late arrest. Members of the Bargaining Unit acknowledge that they have an obligation to come to work physically and mentally prepared to efficiently and effectively carry out their responsibilities. For the purpose of this section, work means regular assigned duties and detail assignments. The continuous sixteen (16) hours does not include time spent in court, depositions, filings, and similar judicial activities.

Section 4.

An employee may engage in outside employment, (including off-duty detail or self-employment) with the approval of the City Manager and with the understanding that the employee's primary duty, obligation, and responsibility is to the City. Outside employment shall not be permitted when the City Manager determines that such outside employment would result in a conflict of interest, interfere with the employee's City work schedule, or otherwise be a conflict with the employee's employment with the City. To request approval, an employee should:

(a) File an "Outside Employment Request Form & Affidavit" with the Human Resources Department through Neogov's eForms self-service portal. The employee must notify the Human Resources Department of changes in conditions of any outside employment. Additionally, the employee's chain of command must be alerted at the time the request is submitted.
(b) Make arrangements with the outside employer to be relieved from duty if called for work by the City.
(c) An employee must report all injuries sustained during any outside employment to the employee's supervisor and Risk Management prior to the employee's next scheduled work day at the City. An employee's failure to report an injury sustained during outside employment shall be grounds for corrective action.

ARTICLE 11

WAGES

Effective October 1, 2021, the following Step Pay Plan is in effect:

Step	Salary
0	$ 132,000
1	$ 135,900
2	$ 139,917
3	$ 144,055

Upon ratification of this agreement and retroactive to October 1, 2021, bargaining unit members will be placed in the step that corresponds with his/her current years of service with the City in the rank of Captain to a maximum of Step 3. On the anniversary date of the member's promotion to the rank of Captain, (s)he will advance to the next step. There is no payment or advancement beyond Step 3. Retroactive pay will be issued the first full pay period following ratification of this Agreement.

ARTICLE 12

SENIORITY

Section 1.
Seniority shall be computed from the date of promotion to Captain. If two (2) or more Captains have the same date of promotion, the date of initial appointment to the service of the City as a Police Officer shall be the determining factor.

Section 2.
Seniority shall accumulate during all authorized leaves.

Section 3.
Departmental operations shall be the determining factor for the selection of vacations and overtime assignments.

Section 4.
The City shall have the right to determine the number of Captains assigned to each division and each shift.

Section 5.
For layoffs and other non-disciplinary reductions in personnel, Police Captains will displace lower ranking officers in the event that the department is required to layoff personnel. For example: if a Police Captain's position is to be abolished, the incumbent with the least seniority in the rank of Captain would displace a Police Sergeant.

ARTICLE 13

ADDITIONAL MONETARY BENEFITS

Section 1. **Compensatory Time**

A. Bargaining unit members may be eligible for compensatory time accrual at the discretion of the Police Chief (or Designee) for participating in required educational and/or required training activities, special projects, and/or events. In addition, members are eligible to convert any overtime hours to compensatory time, subject to the following:

i. All compensatory time will be earned/accrued at the rate of one and a half (1.5) times for each one (1) hour worked [in quarter (0.25) increments] and with a maximum accrual cap of two hundred forty (240) hours.

ii. When a member's compensatory time accrual balance reaches two hundred forty (240) hours, the member is no longer eligible to accrue compensatory time until the accrual balance falls below one hundred ninety-five (195) hours. The member is also required to schedule and use a minimum of forty-six (46) compensatory time hours within the next one hundred eighty (180) days.

iii. In the event the member fails to schedule and take a minimum of forty-six (46) compensatory hours during the one hundred eighty (180) day period, dates will be scheduled by a Command Staff member and required to be taken as scheduled.

iv. Reasonable compensatory time requests of one (1) day that are denied for operational reasons will be considered for payout up to three (3) times during each fiscal year.

B. A bargaining unit member who is promoted to a position outside of the Police Captains' bargaining unit, or who separates from employment will be paid the balance of all unused compensatory time at his/her last hourly base rate of pay in the Police Sergeants' rank.

Section 2. **Call Back**

A. A Police Captain who is called to return to work after completing his/her scheduled shift and has left the work place of the City, shall be paid at the rate of time and one-half (1-1/2) the regular rate for hours worked with a minimum of three (3) hours.

B. A Police Captain called back to work who is on an authorized leave shall be paid at the rate of time and one-half (1-1/2) the regular rate for hours worked with a minimum of three (3) hours. Such employee shall not be charged leave for any such hours worked.

C. The three (3) hours minimum call-in pay provision shall not apply in those instances wherein the overtime commences one and one-half (1-1/2) or fewer hours prior to and runs continuously into the employee's regular shift; or the employee is called back to work to rectify his/her own error or omission which cannot wait until the employee's next shift. In such instances, the employee shall be compensated for the exact hours worked at the appropriate rate.

Section 3. **Stand-By/On Call Pay**

A. Employees directed to be on operational stand-by status or on call must be able to respond to a specified location on duty within one (1) hour and shall be compensated for one hour at time and one half (1.5) the employee's regular rate of pay for each day (24-hour period) on call.
B. In the event a bargaining unit member who is not currently on-duty and is required to respond for an on-call assignment, the bargaining unit member shall receive, additionally, Call Back pay as provided in Section 2A of this Article.
C. Any member, regardless of their assignment, placed in an "On-Call" status, must have the approval of the Chief of Police (or Designee).
D. If a Police Captain on standby status cannot be reached or fails to report to work as directed, standby pay shall not be paid, and the Police Captain shall be subject to appropriate disciplinary action.

Section 4. **Court Time**

A. Court time will be paid at time and one-half when the officer is not on his regular assignment. An officer on court time will be compensated a minimum of three (3) hours at time and one-half.
B. An employee who has been instructed to remain on standby for court appearance purposes during the employee's off-duty hours shall be paid one-half the straight time hourly rate for each hour on standby up to a maximum of eight (8) hours of standby duty in any one day. A minimum payment of one (1) hour straight time shall be paid for all standby assignments. When an employee is required to stand by for eight (8) hours, the employee shall receive four (4) hours plus one (1) additional hour at straight time. If an officer does go to court he will be paid for the court time indicated in Section A and not receive standby time pay.
C. Bargaining unit members may report directly to court without prior check in at the police station. Members are still required to document their attendance at the court house and submit documentation to the Department.
D. If a court appearance is contiguous with the end of the Captain's shift, court time shall be compensated as any other overtime assignment.
E. Court time will be paid at time and one-half when the Captain is not on his regular assignment. A Captain on court time will be compensated a minimum of one (1) hour at time and one-half (1.5) and at this same one and one-half (1.5) rate for all remaining hours.

ARTICLE 14

UNIFORMS

Section 1. The City will provide up to two (2) full uniform sets per year and one (1) pair of shoes every six (6) months per fiscal year. Purchase of shoes shall be limited to $150.00 per pair. The City will supply replacements for the parts of the uniform when replacement is appropriate, as determined by the Police Chief (or Designee), and if adequate funds are available in the City Budget. Members of the bargaining unit will receive an annual clothing allowance of $1,600.00 payable the first full pay period in November of each year of this agreement.

Section 2. Reimbursement, replacement or repair of personal clothing and equipment will be according to current department policies and procedures. The replacement will require the approval of the Chief of Police. The Captain claiming a replacement will be required to include, with his/her claim, an explanation of the circumstances of the damage and appropriate reports concerning the incident where damage to his uniform took place. This allowance shall commence from the date of assignment on a pro-rated basis. Captains assigned to plain clothes duty for more than three (3) months at a time will receive clothing allowance in accord with the above for the three (3) months and pro-rated thereafter.

Section 3. The City will bear the cost of cleaning ten (10) issued uniform pieces per week for the contract year. The City shall notify those employees that are eligible, to take their uniforms only to the approved dry-cleaning establishment in Boynton Beach selected by the City. Members assigned to plain clothes will be given a cash cleaning supplement equivalent to the cleaning benefit. This will be paid at the end of each quarter of the contract year. This allowance shall commence from the date of assignment on a pro-rated basis.

ARTICLE 15

ANNUAL OCCUPATIONAL FITNESS EVALUATIONS

Section 1. **Physical Evaluation**

Members of the bargaining unit may voluntarily participate in any LifeScan exam that is provided to other PBA units. In order to participate, a member must notify the Director of Human Resources and Risk Management by email no later than July 1st of each year of this agreement. Should a member elect to participate, the following provisions will be in effect:

A. It is the responsibility of the bargaining unit member to ensure that this annual physical evaluation and all follow-up testing required *solely* as a result of being found "unfit for duty" by a medical doctor are completed in a timely manner and as scheduled.

B. Members who require medical follow up as a result of being found "unfit for duty" will be place in a "no work" status. Compensation for time in a "no work" status will be through the use of only accrued and unused sick leave, compensatory time, and vacation leave (in that order). If all aforementioned leave time is exhausted, the bargaining unit member will be placed in an unpaid status until such time that the full evaluation and any required follow up is completed.

C. Records associated with this physical evaluation and any follow up evaluations required *solely* in connection with the return to work of an employee who was found to be "unfit for duty" are provided to the Director of Human Resources and Risk Management, who will ensure the records are properly maintained in the employee's confidential medical file, which is separate from the employee's personnel file. Further, an employee who was found to be "unfit for duty," or who was recommended for referral to another medical provider, may be contacted by Human Resources and Risk Management regarding ADAAA, FMLA, and/or Workers' Compensation.

Section 2. **Immunization**

The City shall provide opportunity for members to receive immunizations during the term of this Agreement for all members as a means of protection from the following:

- Hepatitis – Type B: Available to all bargaining unit members
  - Members who refuse to be immunized for Hepatitis Type B and who later contract that disease shall not be presumed to have contracted the disease while on duty.

- Hepatitis – Type A: Available to all bargaining unit members.
  - Members who refuse to be immunized for Hepatitis Type A and who later contract that disease shall not be presumed to have contracted the disease while on duty.

- The City shall offer flu shots for all members as a means of protection from contracting the flu while working during flu season.

Section 3. **Other Testing**

- The City shall provide lead testing for Range Instructors.
- The City will provide for AIDS and Hepatitis screening in instances where a member is exposed to situations or persons presenting such biological contamination threat.

Section 4. **Exposures**

The City acknowledges and complies with all statutory notice requirements and presumptions regarding exposures in the line of duty.

ARTICLE 16

GROUP INSURANCE

Section 1. Medical, Vision and Dental Insurance

The sole medical benefit plan available to employees will be a High Deductible Health Plan (HDHP). The cost for "employee only" coverage for the HDHP medical, dental, and vision insurance premiums shall be paid by the City for bargaining unit members while they are employed by the City. Members are responsible for the cost of covering dependents on these plans.

The City Commission, through the Annual Budget process, may appropriate funds to subsidize employees' premium costs for employees who cover dependent children on their City medical plan. Any subsidy offered does not extend beyond the plan year for which it is budgeted, and the offering of, and/or amount of, any such subsidy is not subject to negotiation.

Medical Insurance:

HSA Contributions:

The City will contribute an annualized total of one thousand five hundred dollars ($1,500.00) into a bargaining unit member's Health Savings Account (HSA) on the first full pay check date following ratification, following January 1, 2023, and following January 1, 2024.

Leave Time Conversion to HSA:

The City will provide opportunities to convert an annualized total of up to one thousand five hundred dollars ($1,500.00), after pension deduction, of any combination of sick and vacation time at the 100% conversion rate to help fund their HSA. This conversion can be done at the following times each year of this Agreement:

i. Upon ratification.
ii. January 1st – January 31st (any amount up to an annualized total of $1,500.00).
iii. April 1st – April 30th (any amount up to an annualized total of $1,500.00).
iv. "Annualized" means plan year/contract year/fiscal year October 1st through September 30th.

Section 2.

Life Insurance:

Bargaining unit members are provided with a sixty thousand dollar ($60,000) term life and accidental death policy with the premium paid by the City.

ARTICLE 17

LEAVES

Section 1. **Vacation**

A. Accrual:

1. Bargaining unit members accrue vacation hours each pay period when they are in an active paid status of twenty-four (24) or more hours in a work week. No member may use more vacation leave than (s)he has accrued. The chart below shows the maximum annual accrual of vacation hours based on years of service:

Years of Service	Vacation Hours
1 year	96
2 years	120
3 years	120
4 years	128
5 years	136
6 years	144
7 years	152
8 years	160
9 years	168
10 years	176
11 years	176
12 years	176
13 years	176
14 years	176
15 years	176
16 years	192
17 years	192
18 years	192
19 years	192
20 years	192
21 years & after	200

2. A bargaining unit member may accrue vacation hours up to the Allowable Maximum: the total vacation hours (s)he accrued in his/her two (2) most recent years of employment. During the fiscal year, vacation hours may accrue beyond the Allowable Maximum; however, any accrued and unused vacation hours exceeding the Allowable Maximum on September 30th of each year will be forfeited.

B. Requests:

1. Vacation requests may be submitted from 14 - 45 days in advance for vacation. In the event of conflicting requests for vacation dates, the senior member's request shall prevail provided the more senior member's request was submitted thirty (30) days prior to the

date(s) requested.

2. Vacations of two (2) days or less may be made with twenty-four (24) hours of advance notice.
3. All other requests submitted with less than thirty (30) days of notice shall be on a first come first serve basis regardless of seniority.
4. Request for emergency vacation leave will considered individually by the Chief.
5. A bargaining member who is absent without approval will not be compensated for the time absent and may be subject to disciplinary action.

C. Bonus Vacation Hours:

Members are eligible to accrue up to eight (8) Bonus Vacation Hours on a quarterly basis by participating in and/or meeting certain benchmarks in department and City safety and wellness incentives. Details of each quarter's incentive program benchmarks will be provided and published.

D. Selling Back Vacation Hours:

Members are eligible to sell back up to eighty (80) hours of vacation leave each year of this agreement. Members must submit a request for vacation sell back through Neogov's self-service portal no later than August 1st of each fiscal year for which payment will be made in September.

Section 2. **Sick Leave**

A. Accrual:

Bargaining unit members will accrue sick leave on a bi-weekly basis (3.69 hours) for an annualized total of ninety-six (96) hours per year. In order to receive accrued sick leave in a work week, a member must have been in an active paid status of twenty-four (24) hours or more. No member may use more sick leave than (s)he has accrued.

B. Notice of Use of Sick Hours:

Unscheduled Sick: A member shall notify his/her immediate supervisor or designee, in a manner provided for by management, of his/her illness not less than sixty (60) minutes before the start of his/her scheduled shift. If a member fails to call in within the specified time, the member may be subject to progressive discipline. This notice procedure shall be followed for each day the member is unable to report to work unless the member has been authorized by Human Resources and the City Manager for an extended leave of absence.

Scheduled Sick: A member may request, with a minimum of forty-eight (48) hours of advanced notice, to use scheduled sick hours for medical, dental, optical, appointments and/or procedures. Documentation to support payment under the "scheduled sick" pay code must be provided with payroll. Unsubstantiated use of such time will result in the time being recoded to "sick."

Sick hours may be requested and/or utilized upon approval of the Police Chief (or Designee) for the following reasons:

1. Member's health, or up to forty (40) hours per fiscal year for illness of immediate family member: the member's parent, spouse, or child.
2. Medical, dental, or optical treatment that is determined in writing by a physician to be necessary and must be performed during working hours.
3. Quarantine due to exposure to contagious disease.
4. In connection with a member's Workers' Compensation case, where (s)he has declined a light duty assignment or where no such assignment is available.
5. In connection with an approved Family and Medical Leave Act (FMLA) leave for a serious medical condition of the member, or the member's immediate family member, as defined in (FMLA).

The following conditions may be deemed as excessive/abusive use of sick leave and may result in a referral to Human Resources for FMLA and/or progressive discipline:

1. Members who have developed a pattern of sick leave usage.
2. Members who are required to use vacation leave in lieu of or in supplementation of sick leave to compensate for absences (except approved FMLA).

C. Documentation Required:

For any use of sick time in excess of three (3) consecutive work days, a member is required to provide written medical certification to the Human Resources and Risk Management Department upon return to work.

"Consecutive work days" means any day for which a member was scheduled to work, including additional or "overtime" shifts.

D. Payout of Sick Leave

1. Members who are terminated from the City are not eligible for a payout of sick leave.

2. Members will have payment made for their accrued and unused sick hours, at the percentage specified in the table below, upon resignation, retirement, change in status from full time to part-time, or death. (Retirement shall include normal retirement, disability retirement, or early retirement as defined in the appropriate Pension Plan).

Continuous Years of Service	**Percentage of Sick Leave Payout**
Less than 5 full years	0%
years but less than 10 full years	25%
More than 10 full years	50%
Upon retirement from the City	50%

3. An employee retains his/her accrued and unused sick hours while employed in a full-time position with the City. If an employee's status converts to a part-time position, whether voluntarily or involuntarily, (s)he will have his/her accrued and unused sick leave paid out pursuant to the aforementioned table.

E. Sick Leave Conversion:

Members who have more than one hundred twenty (120) hours of sick leave as of September 1st of any contract year may convert 50% of the excess over one hundred twenty (120) hours to a cash straight time payment not to exceed eighty (80) hours. This conversion payout will occur by September 30th.

F. Sick Leave Donations:

Sick Leave Donations are available pursuant to City policy.

Section 3. **Personal Leave**

At the sole discretion of the Police Chief (or Designee), a member may be granted up to sixty (60) hours of paid personal leave in a fiscal year. There is no entitlement to Personal Leave, and the Police Chief's approval of or denial of such leave is not subject to grievance.

Section 4. **Bereavement Leave**

In the event a member has experienced the death of his/her mother, father, foster parent, step-parent, brother, sister, husband, wife, registered domestic partner, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law, or grandparent of spouse or registered domestic partner, a member may use paid compassionate leave not to exceed three (3) consecutive shifts for any one death. However, if it is necessary for the member to leave the State in connection with the internment of the deceased, the member may use an additional two (2) consecutive shifts. Members must submit proof of death within thirty (30) days in order to be eligible for paid compassionate leave. The City Manager may grant additional compassionate leave at his/her sole discretion.

ARTICLE 18

RESERVED

ARTICLE 19

FUNERAL EXPENSES

Section 1. The City will make a payment of fifteen thousand dollars ($15,000.00) to the beneficiary of bargaining unit employees considered by law to have expired in the line of duty.

Section 2. All employees shall complete the appropriate form to designate by name and address, the individual to whom such funds are to be paid. In the event of conflicting claims for payment, the City will interplead the funds by court proceeding if the parties with conflicting claims cannot resolve their dispute within sixty (60) calendar days.

ARTICLE 20

TRAINING

Section 1.

a. **Mandatory Officer Training Requirements**

All basic mandatory training and retraining that an officer is required to attend while off duty will be compensated at a rate of one and a half (1.5) times the officer's hourly base rate for actual time in training. Compensatory time in lieu of overtime may be authorized by the Police Chief (or Designee).

b. **Conferences, Seminars, Other Training/Special Programs**

Other off-site training/special programs, including but not limited to conferences and seminars, for which the City approves a member to attend and pays the associated expenses are exempt from compensation other than the member's hourly base rate of pay for hours of actual classes while in attendance and for any hours the member is attending that were regular scheduled work hours. The City reserves the right to flex a member's work schedule to reduce the cost of overtime that may result from a member attending such classes on non-scheduled work days.

Section 2. **Weapons Training**

The content and course of weapons training will be established by the Chief of Police. Each member will be allowed three opportunities to meet prescribed qualification standards. If the officer does not qualify in three attempts, they will be required to qualify on their own time and expense to remain eligible for employment as law enforcement officers.

Section 3. **College Tuition**

The City will reimburse eligible members for tuition pursuant to the City's Tuition Assistance Program, which is attached as Addendum "C." The provisions of this Section and Addendum "C" relate to the reimbursement assistance for General Education Core Courses and Degree Program Core Courses. For the term of this Agreement, Tuition Assistance is funded at forty thousand dollars ($40,000) per fiscal year and covers members of all PBA units.

The provision of the City's Tuition Assistance Program that restricts DROP participants from eligibility is **not** applicable to members of any PBA bargaining unit.

Section 4.

The City reimburse members for authorized expenses associated with attending training and special schools as approved by the Police Chief.

ARTICLE 21

REPRODUCTION

The City will post the Agreement on the City's shared network drive or any other electronic distribution system.

ARTICLE 22

PERSONNEL RECORDS

Section 1.

A personnel file for all City employees is maintained by the City's Human Resources Department. Employees may inspect and obtain copies of personnel files in accordance with Florida Law.

Section 2.

Internal affairs investigatory files will be maintained in accordance with Florida State Statutes.

Section 3.

All bargaining unit members covered by this Agreement must be notified within twenty-four (24) hours of the request in writing (E-mail is acceptable notification) when someone other than a City employee requests to review the bargaining unit members' personnel/I.A. file, unless the file is being inspected by a governmental agency (including IRS), or state attorney, in the conduct of a lawful criminal investigation when confidentiality of the investigation is requested.

ARTICLE 23

LEGAL ACTION

Section 1.

In accordance with Florida Statutes, the City will provide legal defense for a member against any civil damage suits wherein said member is a named party and wherein the alleged damages were allegedly caused by the actions of said member while acting within the scope of his/her authority and within the course of his employment.

Section 2.

The City will indemnify all members against judgments for compensatory damages entered against them as a result of their actions to the extent that the City is found liable for such actions.

Section 3.

The City will select the Attorney who is to defend the employee relative to this Article.

Section 4.

The employee will be responsible for filing any counterclaims at his/her expense.

ARTICLE 24

DISCIPLINE

Section 1. The Parties recognize that the interests of the community and job security of the bargaining unit members depends upon the City's success in providing proper and efficient services to the community. To this end, the City and the PBA encourage to the fullest degree, behavior which is positive and supportive of the goals of effective municipal management and public safety. The Parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

Section 2. No bargaining unit member shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following disciplinary actions shall be utilized and, depending on the severity of the offense, the first action may be at any appropriate level including dismissal.

A. Written Reprimand
B. Suspension Without Pay
C. Demotion
D. Dismissal

Section 3. Any bargaining unit member who has been promoted who, thereafter, is demoted shall be returned to the position and shift (s)he occupied immediately prior to the promotion or to a position and shift consistent with his or her seniority as a sworn officer with the Police Department, whichever is more favorable for the member. Personnel re-entering the bargaining unit as provided above shall be placed in their respective Step Pay Plan based upon their completed years of sworn service with the City of Boynton Beach Police Department at the time of demotion.

Section 4. No Employee shall be subject to major discipline without first being afforded a pre-determination conference with the City Manager. No pre-determination conference shall be conducted with less than ten (10) calendar days' notice to the Employee.

Section 5. Suspensions will be imposed in increments of eight (8) hours loss of pay.

Section 6. Members will be ineligible to work off duty details during any calendar day on which they are observing a suspension.

Section 7. The City will provide notice to the PBA when it completes an investigation of bargaining unit members that could result in disciplinary action or when an employee is given a suspension.

ARTICLE 25

APPEALS OF DISCIPLINARY ACTION

Discipline is classified as either major or minor.

MAJOR DISCIPLINE is a:
- termination,
- demotion, or
- suspension without pay of more than sixteen (16) hours.

MINOR DISCIPLINE is a:
- written reprimand,
- suspension without pay of sixteen (16) hours or less.

Appeals of disciplinary action shall be handled as follows:

MAJOR DISCIPLINE:

Appeals to Major discipline shall be referred to Arbitration beginning at Step Three of the Grievance Process pursuant to Article 26.

MINOR DISCIPLINE:

Written reprimands may not be appealed but the Employee may submit a written response provided the response is submitted within fifteen (15) calendar days of the written reprimand. If a written response is submitted by the Employee, it shall be attached to the written reprimand and placed in the Employee's personnel file.

Suspensions without pay of sixteen (16) hours or less may be appealed to the City Manager whose decision shall be final. An appeal shall be filed in writing via electronic mail to the City Manager ***and*** the Director of Human Resources and Risk Management within fifteen (15) calendar days of notice of the suspension without pay. The City Manager shall render a decision within twenty (20) calendar days of the appeal. The City Manager's decision may be to sustain, fully reject, or lessen the discipline. The City Manager or his/her designee may conduct interviews with the grievant, departmental staff, or members of the bargaining unit as part of his/her review of the discipline.

ARTICLE 26

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member or the PBA which involves the interpretation or application of, or compliance with, the provisions of this Agreement. Appeals of disciplinary action are not grievances but may be brought following the procedures set forth in Article 25.

Section 2. Grievances concerning working conditions not specifically covered by the terms and provisions of this Agreement shall be subject to the grievance procedure up to, but not including, arbitration.

Section 3. In the event a grievance should arise as to the interpretation or the application of the terms of the Agreement or departmental regulations, the said dispute or grievance shall be dealt with in the following manner. Any grievance not answered by the City within the time limits provided below will automatically advance to the next higher step of the grievance procedure.

Section 4. All references to "days" in this Article shall mean calendar days.

Section 5. Procedures

A. Grievance Procedures

Step One – Police Chief

The aggrieved employee(s) or an Association representative on behalf of an aggrieved employee(s) shall file a Step One written grievance by electronic mail to the Police Chief ***and*** the Director of Human Resources and Risk Management on or by the fifteenth (15th) day of the occurrence or on or by the fifteenth (15th) day of when the employee(s) knew or should have known of the occurrence.

All grievances shall include the following:

a. Statement of the grievance and the facts and circumstances upon which it is based;
b. Name and rank of grievant(s);
c. The Article(s) and Section(s) of the Agreement alleged to have been violated; and
d. The remedy requested;

All class action grievances shall also include:

a. Statement indicating the grievance is a class action; and
b. Signature of a PBA Union Official/Attorney.

The Police Chief's Step One response shall be transmitted to the Union ***and*** to the Director of Human Resources and Risk Management on or by the tenth (10th) day of receipt of a grievance. If the Police Chief does not respond in writing via electronic mail, the grievance

is presumed to be denied and the employee or an Association representative may advance the grievance to Step Two.

Step Two – City Manager (or Designee)

If no resolution is reached at Step One, the aggrieved employee(s) or the Association representative on behalf of the aggrieved employee(s) may file a Step Two written grievance by electronic mail to the City Manager ***and*** the Director of Human Resources and Risk Management on or by the fifteenth (15th) day of receipt of the Police Chief's Step One response.

The City Manager (or Designee), at his/her discretion, may conduct interviews with the grievant(s), the Union representative(s), members of the bargaining unit, and/or management to discuss the grievance. The City Manager (or Designee) must notify the Union and Grievant within seven (7) days of receipt of the Step Two grievance if (s)he intends to conduct interviews. Once such notification is made, the time period for the City's Step Two response is tolled with mutual agreement by the Union until the interviews can be scheduled and conducted.

The City Manager (or Designee) shall respond in writing to the Step Two grievance by electronic mail no later than thirty (30) days of receipt of the Step Two grievance or by a mutually agreed upon extended date. If the City Manager (or Designee) does not respond in writing via electronic mail, the grievance is presumed to be denied and the aggrieved employee or an Association representative may move to the next step.

Step Three – Arbitration

If the grievance has not been settled by Steps 1 and 2, the PBA or the City may request arbitration within fifteen (15) calendar days of receipt of the City Manager's (or Designee's) reply or when a reply was due, if none is submitted.

B. Arbitration Procedures

The Party requesting arbitration must timely file with the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators on or before the fifteenth (15th) day deadline, and a copy shall be served on the other Party. The rules for conduction of the arbitration will not be the rules of AAA or FMCS unless agreed to by the City and PBA, but will be governed by the terms of this Agreement.

1. Arbitrator Selection

Each Party retains the right to reject one panel in its entirety and request that a new panel be issued at the rejecting Party's expense. The grieving party shall strike the first name with each Party alternating strikes thereafter until only one arbitrator's name remains. The last name remaining shall be the arbitrator. The arbitrator shall determine the date(s) and time(s) of the hearing subject to the availability of the Union and the City. Arbitration will be conducted at a location mutually agreeable to the City and the Union.

2. Arbitration Fees and Expenses

All fees and expenses of the arbitrator shall be divided equally between the Union and the City; however, each Party shall fully bear the expense of preparing and presenting its own case, including the cost of witnesses and other people it requires to attend the arbitration.

3. Arbitrator Authority and Award

The arbitrator may sustain, reverse, or modify the discipline set by the City Manager. The decision of the arbitrator is final and binding on the parties. If the arbitrator reverses the discipline in its entirety, the Employee will be made whole. Any and all procedures regarding arbitration which are not specifically set forth in this Section shall be governed by this Article. The decision of the arbitrator is final and binding on the Parties subject only to the rights of the parties to confirm, clarify, or set aside the award as set forth in the Florida Arbitration Code.

The arbitrator shall render an Award within thirty (30) days of receipt of the briefs, if any, or of the transcript if Parties have agreed to submit the transcript in lieu of briefs.

The arbitrator shall submit his/her decision in writing with a statement of findings and reasons within thirty (30) days of the receipt of briefs, if any, or receipt of the transcript if Parties have agreed to submit the arbitration transcript in lieu of briefs.

4. Other Provisions

A transcript of the Hearing will be made, unless waived by both Parties. The cost, including the arbitrator's copy, will be shared equally by the Parties with the PBA share not to exceed $500.00.

Briefs, if any, must be filed with the arbitrator no later than thirty (30) days after the close of the Hearing or after receipt of the transcript, if a transcript is requested.

By agreement of both Parties, a meeting will be held at any step of the grievance procedure. Settlement of a grievance prior to the issuance of an arbitration Award shall not constitute precedent nor shall it constitute an admission that the Agreement has been violated.

A probationary employee may not grieve any matter concerning assignment, or discharge for reasons of failure to meet performance standards.

ARTICLE 27

PERSONAL VEHICLES

Section 1. When an employee is required to use his/her personal vehicle in the performance of police duties, said employee shall be reimbursed a mileage rate as established by the Internal Revenue Service (IRS), excluding mileage traveled to and from the normal work location.

Section 2. For the purpose of this Article, the performance of police duties shall include attendance at court, depositions, administrative hearings, conferences with City officials, schools and seminars.

ARTICLE 28

DRUG TESTING

The City is a Drug Free Workplace and has established a Drug Free Workplace Policy. Bargaining Unit employees are subject to random, reasonable suspicion, and post-accident drug testing.

The Drug Free Workplace Policy approved by the City and the PBA is attached as Addendum "A."

ARTICLE 29

RESERVED

ARTICLE 30

COMPLETE AGREEMENT AND NON-WAIVER PROVISION

Section 1. This Agreement is the complete Agreement between the parties, cancels all prior practices and agreements, and, except as expressly provided for herein, relieves the parties of the obligation to bargain on any subject during the term of this Agreement.

Section 2. There is no past practice which results in a monetary benefit except as set forth expressly in this Agreement. All bargaining unit members are covered under the terms of this Agreement, Departmental Rules and Regulations and the City's Personnel Policy Manual and not under any Civil Service Rule/Regulation and heretofore in existence.

(a) When the City intends to make changes to City or Departmental Administrative Rules or Regulations, or Procedures, the City will provide written notice to the PBA. This notice will include a description of the change and an implementation date which shall be no less than thirty (30) days from the date of notice.

(b) If the PBA believes that that modification constitutes a change to wages, benefits or conditions of employment, PBA will have fifteen (15) calendar days from date of notice to advise the City if the PBA is requesting pre-implementation or post implementation impact bargaining and to identity with specificity the manner in which the modification affects the rights of its members. The PBA response shall include 3 dates and times when the PBA is available to meet with the City to discuss/bargain the modification, excluding dates in the first 10 days following the PBA request. When bargaining is requested, it shall begin no less than 10 days following the PBA's request and shall be concluded within 14 days following the first bargaining session. Unless otherwise agreed to by the City and PBA during their bargaining, the modification will take effect as initially announced by the City, subject to the PBA's right to continue impact bargaining.

(c) This provision is not a waiver, restraint or limitation on the City's management right to determine unilaterally the purpose of its Police Department, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. All reference to days in this section means calendar days, inclusive of Saturdays, Sundays and Holidays.

Section 3. Nothing in this Agreement shall be construed or interpreted as a waiver of the PBA's right to request bargaining or impact bargaining.

Section 4. Nothing in this Agreement shall be construed or interpreted as a waiver or limitation on the City's management rights.

ARTICLE 31

SEVERABILITY

Section 1. If any provision of this Agreement is found to be invalid by any courts having jurisdiction in respect thereof, such findings shall not affect the remainder of this Agreement, and all other terms and provisions shall continue in full force and effect.

Section 2. In the event of such finding the Parties will meet within thirty (30) days to begin negotiations of a replacement Article or Section.

ARTICLE 32

DURATION

This Agreement shall take effect when ratified by the members of the collective bargaining unit and the City Commission and shall remain in effect until September 30, 2024. No base wage increase, step, cost of living, or other compensation adjustments, except increases resulting from an assignment, shall be paid beyond September 30th of each year, except as provided in a subsequent Memorandum of Understanding or Collective Bargaining Agreement.

ARTICLE 33

TAKE HOME VEHICLES

Section 1. The City agrees to continue the Take Home Vehicle program during the term of this Agreement.

Section 2. A Member who is not on light duty or who has not had his/her police powers suspended is eligible for a take home vehicle if the Member resides within the following counties: Broward, Palm Beach, and Martin.

Section 3. Unmarked Take Home Vehicles may be used for personal travel within the state of Florida.

ARTICLE 34

OFF-DUTY DETAILS

All off-duty details (worked performed for a second party employer) require prior written approval by the Chief of Police (or Designee). Police Department Index Code 712 applies except as modified in this Article. Sworn Law Enforcement Officers in positions outside of PBA bargaining units are not prohibited from participating in the off-duty details program.

The City will continue coordinating off-duty details. The net rate of pay for off-duty details paid to the officer will be set by the PBA, but no less than fifty dollars ($50.00) per hour with a three (3) hour minimum. PBA may change this rate at any time with a minimum of fifteen (15) calendar days of written notice to the City.

The City will act as the conduit for payment for off-duty details from the second party employer to the officer. Payment to the officer is contingent on collection from the second party employer.

Any payments for off duty detail work performed on behalf of a second party employer shall not be considered compensation for pension calculation purposes[1].

Each officer working an off-duty detail is deemed to be an independent contractor of the second party employer. However, police officers on off-duty details shall be permitted to utilize a City police uniform, radio and vehicle. For such usage, the City shall receive $7.00 dollars per hour for every detail worked to offset equipment costs.
Details shall be assigned only to those officers who are off duty and no officer shall accept any off-duty detail when it interferes with his/her normal working hours. No swap of time is permitted to accommodate an off-duty detail.

Each officer, while working off-duty details, shall adhere to City conduct standards. Any misconduct or breach of policies, rules and regulations will be handled through the Department the same as any on-duty activity.

Any police officer who is on sick leave, workers' compensation or working light duty will not work any off -duty detail during that period.

Any police officer on leave due to disciplinary matters shall not work off-duty details during the period of that suspension or removal from active duty.

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[1] *(4) "Compensation" or "salary" means, for non-collectively bargained service earned before July 1, 2011, or for service earned under collective bargaining agreements in place before July 1, 2011, the total cash remuneration including "overtime" paid by the primary employer to a police officer for services rendered, but not including any payments for extra duty or special detail work performed on behalf of a second party employer. § 185.02, Fla. Stat. Ann.*

BB Pension Code: Compensation or salary. The total cash remuneration including lump sum payments for accumulated sick and vacation leave and "overtime" paid by the primary employer to a police officer for services rendered, but not including any payments for extra duty or a special detail work performed on behalf of a second party employer paid directly to the police officer by the second party employer.

Any police officer may not work more than twenty-four (24) hours of overall off-duty details during any seven (7) day work period. Exceptions are granted when officer is on vacation (for a minimum of forty (40) consecutive hours); then the twenty-four (24) hour limitation may be exceeded.

The Police Chief may suspend an employee's right to work off- duty details as a component of disciplinary action or as a component of a Performance Improvement Plan as a result of a conduct violation committed while on an off-duty detail.

All Bargaining Unit Members assigned to cover off-duty details may report directly to their assignment without prior checking in or out at the police station; however, members must advise a supervisor personally or by radio. Bargaining unit members assigned to an off-duty detail shall comply with all current City and Department policies and procedures in effect.

ARTICLE 35

PENSION

Section 1. Recent Historical Changes During Bargaining with PBA Units

- Bargaining Unit Members hired on or after October 1, 2015 will have a pension multiplier of three percent (3%).

- The vesting period for Police Officers and Detectives hired on or after October 1, 2016 is ten (10) years.

- Upon ratification of the Agreements between the PBA and the City ending September 30, 2019, the City and the Union conformed to the statutory requirement to negotiate provisions of SB 172, codified as Laws of Florida 2015-39 by entering into a Mutual Consent Agreement, which provided that the Union to pay the City a total of $60,000 in $30,000 increments in November 2017 and November 2018.

- Mutual Consent Agreement, included as Addendum "B," which provides that the City will receive a total of $90,000 in $30,000 increments in November 2019, November 2020, and November 2021.

- Employees hired on or after October 1, 2019: Normal retirement – the earlier of age 55 and 10 years of credited service, or completion of 25 years of credited service regardless of age – Eliminating the 50 years of age with 15 years of credited service.

- Employees hired on or after October 1, 2016: Early Retirement/Deferred Vested Retirement – 50 years of age with 10 years of credited service.

- ALL: Maximum Retirement Benefit shall not exceed eighty-five percent (85%) provided that, in all cases, the benefit is at least 2.75% for each year of service.

- ALL: Member Contributions toward Base Pension Benefit - Additional 0.5% pension contribution from all employees (excluding DROP participants) increased for each fiscal year from 2020 to 2022. - Monies must be utilized for Unfunded Actuarial Accrued Liability (UAAL).

    - Fiscal Year Ending 09/30/2020 – 0.5% additional contribution
    - Fiscal Year Ending 09/30/2021 – 0.5% additional contribution
    - Fiscal Year Ending 09/30/2022 – 0.5% additional contribution

- DROP
  Employees hired on or after October 1, 2019 will receive interest at a rate of 0% - 8% depending on plan performance. These members will be required to remove their money from the DROP as stipulated in the City's DROP Ordinance.

ARTICLE 36

NO STRIKE OR LOCK-OUT

Section 1. "Strike" means the concerted failure to report for duty, the concerted absence of Captains from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of Captains from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, picketing or demonstrating in furtherance of a work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

Section 2. Neither the Union, nor any of its officers, agents and members, nor any employee organization members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage of work, illegal picketing, or any other interruption of the operations of the City.

Section 3. Each Captain who holds a position with the City occupies a position of special trust and responsibility in maintaining and bring about compliance with this Article and the strike prohibition in Florida Statutes 447.505 and the Constitution of the State of Florida. Accordingly, the Union, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other employees and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

Section 4. Any or all Captains who violate any provisions of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the City.

ARTICLE 37

WORKERS' COMPENSATION AND LEAVES OF ABSENCE

Section 1. **Workers' Compensation**

The City is self-insured for Workers' Compensation. The City's Human Resources and Risk Management Department coordinates claims management for work-related injuries and illnesses. For information and policies regarding Workers' Compensation, contact the Human Resources and Risk Management Department.

The City follows the provisions of Florida Statute, Chapter 440, Workers' Compensation. Bargaining Unit members who require follow up medical treatment are required to attend appointments while off duty. In the event a Bargaining Unit member needs to attend an appointment while on duty, due to scheduling conflicts identified by Command Staff, the member must use his/her available Sick Leave or compensatory time and vacation time if the member has no available Sick Leave.

Reporting Work-Related Injuries/Illnesses:

An employee who sustains a work-related injury or illness is required to immediately notify his/her supervisor and/or the Human Resources and Risk Management Department. Notification to the Human Resources and Risk Management Department is made 24/7 by calling: (561) 742-6677 or e-mailing: risk@bbfl.us. An employee who fails to promptly notify his/her supervisor or the Human Resources and Risk Management Department is subject to disciplinary action including termination of employment.

FMLA in Conjunction with Workers' Compensation:

To the extent permissible by Law, the City designates lost time in conjunction with a workers' compensation claim as FMLA for members who meet the eligibility requirements and who have not yet exhausted their rolling 12-month hours' entitlement.

Section 2. **Modified Work (Light Duty)**

Modified Work Assignments (Workers' Compensation):

An employee who has been released to work with restrictions may be accommodated with a modified work (light duty) assignment at the discretion of the Director of Human Resources and Risk Management (or Designee) in consultation with the Police Chief (or Designee). An employee may choose to accept or decline the modified work assignment. If an employee declines an offer of a modified work assignment, the employee will be required to remain at home until released to full duty with no restrictions, and during this time, (s)he will be required to use accrued and available leave time in the following order: sick and vacation. Additionally, an employee who declines an offer of a modified work assignment and who meets the eligibility requirements for leave under FMLA will have his/her time off automatically designated as FMLA.
For more information regarding modified work as it pertains to Workers' Compensation, contact the Human Resources and Risk Management Department.

Modified Work Assignments (Other):

The City complies with the Americans with Disabilities Act Amendments Act (ADAAA) to provide reasonable accommodations to employees who request them and are qualified. An employee may request an accommodation and/or more information by contacting the Human Resources and Risk Management Department.

Section 3. **Leaves of Absence**

Family and Medical Leave Act (FMLA):

An employee who has worked for the City for at least twelve (12) months and who has worked at least one thousand two hundred fifty (1,250) hours in the preceding twelve (12) months is eligible to request job-protected leave under FMLA for qualified reasons as defined by the law.

Requests for leave under FMLA must be submitted in writing on the designated form to the Human Resources and Risk Management Department. Leaves under FMLA are approved by the Director of Human Resources and Risk Management and the City Manager. Human Resources may designate as FMLA an eligible employee's qualified leave, including lost time due to a Workers' Compensation claim.

For more information regarding leave under FMLA, contact the Human Resources and Risk Management Department.

Americans with Disabilities Act Amendments Act (ADAAA):

An employee may be entitled to leave as an accommodation for his/her disability under the ADAAA.

For more information regarding a leave accommodation under ADAAA, contact the Human Resources and Risk Management Department.

Military Leave:

The City complies with Military Leave pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statute 115.07.

An employee must immediately notify the Human Resources and Risk Management Department upon notice of his/her need for Military Leave.

For more information regarding Military Leave, contact the Human Resources and Risk Management Department.

Leave of Absence (Other):

An employee who is not eligible for leave under FMLA, ADAAA, or Military Leave may request a Leave of Absence for up to ninety (90) days.

A request for a Leave of Absence must be submitted in writing to the City Manager via the Director of Human Resources and Risk Management. The City Manager, in consultation with the Director of Human Resources and Risk Management and the Police Chief (or Designee), will consider an employee's request for a Leave of Absence on a case-by-case basis with the operational needs of the City being a primary factor in whether or not the leave may be granted. An employee who is on an approved Leave of Absence is subject to being recalled to service upon notice of the City Manager (or Designee). The City Manager's determination is final and is not subject to further review, appeal, grievance, or arbitration process.

Any approved Leave of Absence will require an employee to utilize his/her paid leave time in the following order: compensatory time, vacation, and sick. Once the employee has exhausted all available accrued time, the remainder of the Leave of Absence will be without pay. An employee will not accrue vacation or sick hours while on a Leave of Absence. The employee is responsible for the full cost of insurance premiums for work weeks in which (s)he is in an unpaid status for more than twenty-four (24) hours.

ARTICLE 38

QUALIFICATIONS FOR A BARGAINING UNIT POSITION

Section 1. **Qualifications**

Eligibility for hiring or promotion to a position in the bargaining unit shall be as follows:

(a) Recruitment for the rank of Police Captain will be posted internally and externally.

(b) Internal candidates must have:

- Five (5) years of continuous experience as a Police Sergeant with the City of Boynton Beach; and
- Bachelor's Degree (Incumbents in the Police Captain position on or by the date of ratification of this Agreement are exempt from meeting the Bachelor's Degree requirement.); and
- Must possess and thereafter maintain FDLE certification.
- Must possess and thereafter maintain a Florida driver's license.

(c) External candidates must meet the qualifications listed above except that they must have held, at minimum, the rank of Police Sergeant with a municipal, county, or state police agency for a period of no less than five (5) years and must be a certified law enforcement officer within the State of Florida.

(d) External candidates shall only be considered for hire when there are no qualified internal candidates who passed the promotional process to fill the number of vacant positions.

Section 2. **Veterans' Preference**

The City complies with all Veterans' Preference requirements pursuant to Chapter 2021-57, Laws of Florida and F.S.S. 295.07.

ADDENDUM "A"

DRUG FREE WORKPLACE POLICY

1.1 PURPOSE

The City of Boynton Beach is committed to providing a safe work environment for its employees and our community. Drug and alcohol abuse is national problem that is prevalent in society and impairs the health and safety of employees, promotes crime and harms our local community. Moreover, the illegal possession, use, sale, and distribution of controlled drugs are criminal acts that directly threaten the integrity of all employees in the City. The City is addressing this problem through its DRUG FREE WORKPLACE Program.

Substance abuse is a complex, yet treatable disease. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe and productive drug and alcohol-free environment. We encourage those who use drugs or abuse alcohol to seek help in overcoming their problem. The City considers substance abuse to be an unsafe and counterproductive work practice.

1.2 SCOPE

This policy applies to all PBA collective bargaining unit members at the City of Boynton Beach.

1.3 DEFINITIONS

1. "Chain of Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to the final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and strong specimens and reporting test results

2. "Confirmation Test", "confirmed test" or "confirmed drug test" is a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

3. "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein. Threshold detection levels are established by Florida regulations. Therefore, activities participated in while off duty may result in positive drug tests. For DOT covered employees, alcohol includes any intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols. Consumption of a preparation including alcohol (beverages or medicines). A list of the most common medications which may alter or affect a drug test are found in Section 1.5, Letter I of this policy. Employees and job applicants should review this list prior to submitting to a drug test.

4. "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

5. "Employee" means an individual who works for salary, wages, or other remuneration for the City and is covered by the workers compensation act.

6. "Employee Assistance Program" (EAP) is an established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.

7. "Employer" means an agency within state government that employs individuals for salary, wages, or other remuneration.

8. "Initial drug test" means a screening procedure of the blood and/or urine of employees and job applicants for the presence of alcohol and illegal drugs in accordance with the Florida Drug Free Workplace Program and appropriate Florida administrative rules.

9. "Job Applicant" means a person who has applied for a position with the City and has been offered employment conditioned upon successfully passing a drug test.

10. "Mandatory-testing position/Safety-sensitive position" means with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to F.S. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

11. "Medical Review Officer (MRO)" means a licensed physician with knowledge of prescription drugs, pharmacology and toxicology of drugs, who may be responsible for receiving and reviewing all positive confirmed test results and who may be responsible for contacting all individuals who test positive in a confirmation test to inquire about possible medications which could have caused a positive result. The MRO need not be an employee of the City.

12. "Prescription or Nonprescription Medication" means a drug or medication obtained pursuant to a prescription as defined by F.S. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

13. "Reasonable Suspicion Drug Testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing may not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:

    a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.

b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

c. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.

d. Evidence that an individual has tampered with a drug test during employment with the current employer.

e. Information that an employee has been involved in an accident while at work:

i. If a bargaining unit member is involved in an accident in which the member was driving a City owned vehicle or any workplace incident that results in the member seeking medical attention at a medical facility.

ii. An order to submit to post accident testing can be made by a Police Sergeant or higher rank. Any bargaining unit member ordered for a post-accident drug test may, at the member's option, be accompanied to the testing by an available Union Representative. The Union Representative shall act as a quiet observer to the testing procedure and shall not interfere with the testing procedures or direct questions or comments to the testing personnel. The unavailability of a Union Representative shall not preclude the post-accident drug testing from taking place.

iii. Refusal to submit to an order for post-accident drug testing, or intentionally delaying a post-accident drug test can result in termination; however, nothing herein shall abrogate a bargaining unit member's right to challenge the results of the drug test.

f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

14. "Special-Risk Position" means a position that is required to be filled by a person who is certified under Chapter 633, Fire Prevention and Control or Chapter 943, Department of Law enforcement.

15. "Specimen" means a tissue or product of the human body including blood, urine, or saliva capable of revealing the presence of alcohol and/or illegal drugs or their metabolites.

16. "Stepping Forward" means that an employee comes forward and requests assistance for substance abuse *prior* to being selected for a random drug test, or prior to being ordered to submit to a reasonable suspicion drug test, fitness for duty evaluation, or prior to being involved in an accident or sustaining an injury, which requires drug testing.

1.4 POLICY

A. It is the policy of the City that an employee found with the presence of alcohol, illegal drugs, or prescription medication in levels exceeding prescribed dosage in his/her system, in

possession of, using, selling, trading or offering for sale illegal drugs or alcohol during working hours, may be subject to disciplinary action up to and including termination. A refusal to submit to a drug test is grounds for immediate termination.

An employee reporting for work visibly impaired and that is unable to properly perform required duties, will not be allowed to work. The supervisor should first attempt to seek another supervisor's opinion of the employee's status. Then the supervisor should consult privately with employee with the observation, to rule out any problem(s) that may have been caused by prescription drugs.

If, in the opinion of both supervisors, the employee is considered impaired, the employee should be drug tested by an authorized provider and then provided safe transportation home. An impaired employee must not be allowed to drive and if necessary can be transported home by a supervisor or another employee.

It is the responsibility of the City's supervisors to counsel with an employee whenever they see changes in performance that suggest a potential employee problem. The supervisor may suggest that the employee voluntarily seek help from the employee assistance program or decide that the severity of the observed problem is such that a formal referral to the EAP should be made.

B. USE OF PRESCRIPTION MEDICATIONS/DRUGS WHILE ON DUTY

1. Prescription drugs prescribed by the employee's physician, who is licensed to practice medicine in the United States, may be taken during working hours in strict accordance with the provisions of the Policy. Employees should never use intoxicants or drugs that could cause impairment during work hours. An employee who is using a prescription medication while on the job shall do so in strict accordance with medical directions.

2. It is the employee's responsibility to notify the prescribing physician of his/her job requirements/functions to ensure that the physician approves the use of the prescription medication while the employee is performing his/her job duties. It is recommended that the employee provide his/her physician with a copy of the FDLE standards for law enforcement officers so the physician is aware of the physical requirements of the position.

3. It is the employee's responsibility to immediately notify the Director of Human Resources and Risk Management or designee when (s)he is prescribed any medication that is considered a controlled substance on Schedules II, III, or IV as defined and amended from time to time in Florida Statutes 893.03. Failure to disclose this information may result in disciplinary action up to and including termination of employment. The Director of Human Resources and Risk Management may require the employee to provide a note from his/her prescribing physician stating that the employee is able to perform the functions of a law enforcement officer while taking the medication as prescribed.

4. The employee shall notify the Director of Human Resources and Risk Management or designee if the use of his/her properly prescribed medications/drugs (other than those

considered a controlled substance on Schedules II, III, or IV as defined and amended from time to time in Florida Statutes 893.03) will affect the employee's work performance.

5. If the prescribing physician determines that the employee cannot perform his/her job duties without impairment while taking the prescribed medication, then the employee will be required to use his/her sick and/or FMLA leave, or unpaid leave if his/her leave pools are exhausted, until (s)he can return to work. If the employee reports to work, the City will presume that the employee is not impaired.

6. Abuse of prescription drugs will not be tolerated.

A. Conditions of Pre-Employment

The City will conduct a pre-employment screening examination designed to prevent hiring individuals who use drugs.

1. To determine the suitability of employees to work for the City the following pre-employment conditions are established:

a) Job Applicants in mandatory-testing positions, safety-sensitive positions, and/or special-risk positions will be tested prior to employment for drug use and alcohol use.

b) Any job applicant, as defined in the above-section, who refuses to submit to drug and alcohol testing as part of the pre-employment testing process will be refused employment.

c) Any job applicant who tests positive for drugs or alcohol use will be refused employment.

d) Confidentiality will be maintained pursuant to this policy.

B. Employee Compliance

It shall be a condition of continued employment for all employees to submit to drug and alcohol screening under the policy. If there is a conflict between this policy and the collective bargaining agreement, the collective bargaining agreement shall control. Refusal to submit to drug testing is grounds for immediate termination. Refusal to submit to drug testing is not a waiver of the employee's right to challenge both the order and the test outcome.

C. Employee Assistance Program

The City offers an Employee Assistance Program (EAP) which provides help to employees and their families who suffer from various difficulties including alcohol or drug abuse.

In addition to the City's EAP Program, below is a list of local assistance programs and local drug and alcohol rehabilitation programs:

a) Narcotics Anonymous Help Line : 561-848-6262
b) Drug Abuse Foundation of Palm Beach County : 561-278-0000
c) Palm Beach Al-Anon/Al-a-Teen Information : 561-882-0308
d) Alcoholics Anonymous (Palm Beach County) : 561-655-5700
e) Comprehensive Alcoholism Rehabilitation Program : 561-844-6400

It is the responsibility of each employee to seek assistance before drugs and alcohol lead to performance problems.

1. Use of the employee assistance program, on a voluntary basis, will not affect the determination of appropriate disciplinary action.

2. An employee's decision to seek assistance from the Employee Assistance Program on a voluntary basis ***prior*** to any incident warranting disciplinary action will not be used as the basis for disciplinary action or in any disciplinary proceeding.

   On the other hand, using EAP will not be a defense to the imposition of disciplinary action where facts providing violation of this policy are obtained outside of the EAP. Accordingly, the purpose and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

3. Through the EAP, the City will provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse.

4. Upon successful completion of a drug and/or alcohol treatment program an employee may be released to resume work but will be subject to drug testing on a random, periodic basis, at least quarterly, and for up to two years thereafter as a condition of continued employment. These stipulations may be incorporated in a Last Chance Agreement.

5. An individual's participation in the program will not be made part of any personnel records and will remain confidential to the extent necessary to comply with this policy. Medical and insurance records, if any, will be preserved in the same confidential manner as all other medical records and be retained in a separate file as provided by law.

D. Management's Responsibility

The City will maintain screening practices to identify employees who use illegal drugs or abuse alcohol. Department Heads are responsible for implementing this Drug Free Work Place policy. It is the responsibility of the supervisors to observe the behavior of employees on the job as a precaution against unstable or unreliable behavior which could threaten the safety and well-being of employees and the community.

1. Supervisors are responsible for maintaining a safe work environment by monitoring employees' behaviors and performance.

2. In the event a supervisor has a reasonable suspicion that an employee may be under

the influence of drugs or alcohol, the employee must be sent for reasonable suspicion drug testing. A form for documenting cause for a reasonable suspicion drug test is attached.

3. In all cases when an employee is to be removed from duty for drug testing, the Department Head and Human Resources & Risk Management should be immediately notified.

E. Employee's Responsibility

1. It is each employee's responsibility to be fit for duty when reporting for work and to inform his/her supervisor if (s) he is under prescription or non- prescription medication which may affect job performance.

2. In the event an employee observes behavior in another employee, which raises a doubt as to that employee's ability to perform work in a safe, reliable and trustworthy manner, the employee should report this behavior to his/her supervisor.

3. Employees, who enter drug or alcohol treatment and/or rehabilitation program voluntarily at the request or insistence of the City or, as a condition of continued employment are required to fully participate in and complete the recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program will be responsible for payment of the treatment and/or program. If the employee fails to comply with the treatment and/or program, the employee will be subject to discipline, up to and including termination.

F. Medical Review Officer's (MRO) Responsibilities

1. The MRO will review all information from the testing laboratory in the event of a positive, confirmed test. The MRO will review any information from the employee or job applicant regarding the use of medication or other relevant medical information set forth in the form submitted prior to drug testing.

2. The MRO may request that the testing laboratory provide quantification of test results.

3. The MRO will provide confirmed test results to the Human Resources representative from the City.

1.5 PROCEDURE

In order to maintain a drug and alcohol-free work environment, the City will test for the presence of alcohol and drugs in the following circumstances:

1. ***Pre-employment:*** Job applicants who have been offered a position of employment and whose job requirements are that of a mandatory-testing, safety-sensitive, or special-risk position are required to take a drug and alcohol test.

2. ***Reasonable suspicion:*** Employees who are determined to be under reasonable suspicion of drug or alcohol use (as defined herein), are required to take a drug and alcohol test.

3. ***Post-incident:*** Employees are required to take a drug and alcohol test when the employee is involved in a job-related incident, which results in any of the following: property damage or the employee receives medical attention as a result of a work-related injury or accident.

4. ***Random Testing:*** Employees are subject to random drug testing. On a monthly basis, a designated Police Officer uses www.random.org to generate a list of three (3) PBA members who will be randomly tested for that month. A Union Representative signs off on this list. In addition, members assigned to Vice are tested once every six (6) months.

5. ***Fitness for duty:*** All employees who are subject to routine annual medical examinations are required to take a drug and alcohol test as part of their medical examination.

6. ***Follow-up:*** All employees who have been referred to an employee assistance program or rehabilitation program by the City for drug and/or alcohol abuse are required to take drug and alcohol tests on a quarterly basis for up to two (2) years after their return to work. These stipulations may be codified in a Last Chance Agreement.

A. Consequences of Refusing a Drug Test

1. An employee who refuses to submit to a drug and alcohol test will be subject to immediate termination. An employee who refuses to submit to a drug test forfeits his/her eligibility for all workers' compensation medical and indemnity benefits.

2. A job applicant, as defined in section 1.3, #9, who refuses to submit to a drug and alcohol test will not be hired.

B. Actions Following a Positive Confirmed Test

The City may administer disciplinary action, up to and including termination, for any employee who has a positive, confirmed drug or alcohol test.

C. Confidentiality

Confidentiality of records concerning drug and alcohol testing will be maintained to the extent necessary to comply with this policy. All information, reports, memos and drug test reports, written or otherwise, received by the City through the drug testing program will be kept confidential as provided by law.

The City's Employee Assistance Program, laboratories, drug and alcohol rehabilitation programs who receive or have access to information concerning drug test results shall keep

all information confidential. No such information will be released unless there is a voluntary written consent, signed by an employee or job applicant, except where such release is compelled by a court pursuant to an appeal taken under this section, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

The City will maintain records concerning drug testing separate and apart from an employee's or job applicant's file.

D. Reporting of Use of Medication

Employees and job applicants may confidentially report the use of prescription or non-prescription medication both before and after having a drug test.

E. Notice of Common Medications

A list of most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test, is listed below in section H. Employees and job applicants should review this list prior to submitting to a drug test.

F. Medication Information

An employee or job applicant may consult with the testing laboratory for technical information regarding prescription and non-prescription information.

G. Employee Assistance Program

Refer to the Employee Assistance Program Policy for the name, address and telephone number of the City's current provider or contact the Human Resources and Risk Management Department.

H. Drugs to be Tested

In accordance with F.S. 893.03 as amended from time to time, the following is an illustrative and non-exhaustive list of drugs that will be tested:

1. Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors. A positive Breath Alcohol Test will be confirmed by a Blood Alcohol Test.
2. Amphetamines
3. Cannabinoids
4. Cocaine
5. Phencyclidine (PCP)
6. Hallucinogens
7. Opiates
8. Methaqualone
9. Barbiturates
10. Benzodiazepines
11. Synthetic Narcotics

12. Designer Drugs
13. A metabolite on any substance listed herein
14. Anabolic/Androgenic Steroids.

A list of drugs by brand names or common names includes:

Opium	Dover's Powder, Paregoric, Parepectolin
Morphine	Morphine, Pectoral Syrup
Codeine	Tylenol with Codeine, Empirin with Codeine, Robitussan A-C, Hydrocodone, Coke Crack
Heroin	Diacetylmorphine, horse, smack
Hydromorphone	Dilaudid
Meperidine	Demerol, Mepergan
Methadone	Dolophine, Methadone, Methadose
Other Narcotics	Laam, Leritine, Numorphan, Percodan, Tussiones, Fentanyl, Darvon, Talwin, Lomotil, Lorcet, Vicodin, Percocet
Chloral Hydrate	Noctec, Sommos
Barbiturates	Phenobarbital, Tuinal, Amvtal, Nembutal, Seconal, Lotusate
Benzodiazepines	Atavan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril
Methaqualone	Quaalude
Methamphetamine	Methyl Ice
Glutethimide	Doriden
Other Depressants	Equanil, Miltown, Noludar, Placidyl, Valmid

NEW DRUGS - New drugs will be added to the list of controlled substances based on amendments to the Florida Statutes and/or any federal law, rule, regulation or procedure after a review with the Labor-Management Committee.

PRESCRIPTION DRUGS

Many prescription drugs can alter or affect drug tests. Due to the large number of obscure brand names and the constant marketing of new products, this list is illustrative and not exhaustive.

Alcohol: All liquid medications containing ethyl alcohol (ethanol). Read the label for alcohol content.
Amphetamines: Pbetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Lonamine, Fastin.
Cannabinoids: Marinol (Dronabinol, THC).
Cocaine: Cocaine, HCl topical solution (Roxanne)
Phencyclidine: Not legal by prescription
Methaqualone: Not legal by prescription
Opiates: Paregoric, Parepectolin, Donnagel PG, Norphine, Tylenol with Codeine, Emperine with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), MS Contin and Roxano (morphine sulfate), Percodan, Vicodin, Tussiorganidine, etc.

Barbiturates: Phenobarbitol, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorianl, Fioricet, Esgic, Butisol, Mebarel, Butabarbital, Butalbital, Phrenilin, Triad, etc.
Benzodiazepine: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tanzene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.
Methadone: Dolophone, Metadose, etc.
Propoxyphene: Darvocet, Darvon N, Dolene, etc.

ANABOLIC/ANDROGENIC STEROID TESTING

Federal law placed anabolic steroids in Schedule III of the Controlled Substances Act (CSA) as of February 27, 1991.

An employee or job applicant who is contacted by the MRO may confidentially report the use of prescription medication(s) because the presence of these medications in the body may have affected the outcome of the test.

I. Challenge of Test Results

1. An employee or a job applicant who receives a positive confirmed test result may, within five (5) working days, submit information to the Director of Human Resources & Risk Management explaining or contesting the test result and explaining why the test result does not constitute a violation of the City's policy.

2. If the explanation or challenge of the employee or job applicant is unsatisfactory to the City, the City will provide a written explanation as to why the employee or job applicant's explanation is unsatisfactory, and a copy of the report of positive confirmed test results will be provided to the employee or job applicant.

3. An employee may further challenge the results of the test in a court of competent jurisdiction or, if the drug was administered due to a workplace injury, by filing a claim for benefits with a judge of compensation claims, pursuant to Chapter 440, Florida Statutes.

4. If an employee or job applicant contests the drug test results he/she must promptly notify the Medical Review Officer (MRO).

ADDENDUM "B"

MUTUAL CONSENT AGREEMENT
(Use of Insurance Premium Tax Revenue)

This Mutual Consent Agreement is entered into between the CITY OF BOYNTON BEACH, a Florida municipal corporation, whose mailing address is P.O. Box 310, Boynton Beach, FL 33425 (the "City") and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION ("PBA") POLICE OFFICERS AND DETECTIVES AND POLICE SERGEANTS.

WHEREAS, the 2015 Florida Legislature enacted legislation (Chapter No. 2015-39, Laws of Florida), hereinafter "Legislation" regarding the use of insurance premium tax revenue ("IPTR"); and

WHEREAS, the City has a retirement pension plan and fund for police officers known as the Boynton Beach Police Officers' Pension Fund ("Fund") that exceeds the minimum benefits and minimum standards established by the State of Florida for public employee police pension plans as set forth in chapter 185, Florida Statutes; and

WHEREAS, the Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues, which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent of the members' collective bargaining representative (PBA)>

NOW THEREFORE, the City and PBA Unions agree as follows:

1. The foregoing Whereas clauses are correct.

2. The total of ninety thousand dollars ($90,000) of IPTR, whether base premium tax revenue or additional premium tax revenue, received by the City will be used to reduce the City's unfunded liability to the Boynton Beach Police Officers' Pension Fund. These funds will be provided to the City in increments of thirty thousand dollars ($30,000) in November 2019, November 2020, and November 2021.

3. This Consent Agreement takes effect when signed by PBA and City.

This Addendum is provided for historical information.

ADDENDUM "C"

TUITION ASSISTANCE PROGRAM

1.1 PURPOSE

To provide financial assistance, when such funding is appropriated and approved in the City's Human Resources Department's annual budget, to eligible full-time regular employees, who are enrolled in an undergraduate or graduate degree program at an accredited college or university and when the attainment of such degree is determined by the City to be directly beneficial to the employee's current job or for an advanced job in the City within their career path. This program is at the sole discretion of the City and may be suspended or cancelled at any time.

1.2 SCOPE

All Police Captains are eligible to participate in this program. Employees must be "in good standing" with the City at the time of application and through the time of reimbursement in order to receive reimbursement through this program.

1.3 DEFINITIONS

a. Accredited college or university: A college or university that has attained accreditation as documented by inclusion in the U.S. Department of Education's Office of Post-secondary Education (OPE) *Database of Accredited Postsecondary Institutions and Programs* (https://ope.ed.gov/accreditation/Search.aspx). The Director of Human Resources and Risk Management reserves the right to consider and approve or deny any college or university that is not listed in this database.

b. Full-time: An employee who is in a job classification designated as full-time and who is scheduled to work a minimum of thirty-six (36) hours per work week.

c. "In good standing": An eligible employee who:

a. Is actively employed on the date of program enrollment and through the date of reimbursement;
b. Has not been in an unpaid leave status of more than sixteen (16) hours for any calendar week from the date of program enrollment through the date of reimbursement; and
c. For one (1) year prior to the date of program enrollment and through the date of reimbursement, has not received sustained discipline of an unpaid suspension for more than twenty-four (24) hours or three (3) days and has not been demoted for disciplinary reasons.

d. Non-probationary: An employee who has successfully completed his/her initial one (1) year probationary period. Employees who are on a probationary period solely due to a promotion or reclassification and who have already been employed with the City in a full-time position for more than one (1) year are considered "non-probationary" for purposes of this policy.

1.4 POLICY

A. *This Policy supersedes and replaces Administrative Policy 04.01.03.* The Tuition Assistance Program is coordinated by the City's Human Resources and Risk Management Department. In order to be considered for participation in this program, eligible employees must enroll, adhere to all applicable procedures, and sign a participation agreement to acknowledge program requirements and obligations. Each fiscal year that this program is funded, the Director of Human Resources and Risk Management will establish the current eligible reimbursement expenses and amounts and will set the fiscal year per person maximum reimbursable amounts. This information, titled *Addendum: Tuition Assistance Program Current Reimbursement Year Expenses and Amounts*, will be updated and maintained as part of this policy. Applications will be considered in the order in which they are received. Available funds will be reimbursed until the end of each funded fiscal year or until funds are exhausted, whichever comes first. The interpretation and administration of this policy shall be the responsibility of the Director of Human Resources and Risk Management. Participation in the Tuition Assistance Program is voluntary, and no aspect of this policy or program is subject to any grievance or appeal process.

B. The budgeted Tuition Assistance Program funding will be split into two separate pools so reimbursement opportunities can be fairly appropriated based on typical academic calendars. If funding remains available after processing all eligible and approved Period Two Reimbursements, applications for Period One Reimbursements that were eligible but not reimbursed will be reconsidered.

- Reimbursement Period One: For course dates between August and December
  - Deadline for submitting Reimbursement Applications: January 31st
  - Final reimbursement issued in February

- Reimbursement Period Two: For course dates between January and July
  - Deadline for submitting Reimbursement Applications: August 31st
  - Final reimbursement issued in September

C. The following courses are <u>ineligible for reimbursement under all circumstances</u>, even if they are a requirement for obtaining a degree:

1. Course that is covered by any non-refundable financial aid, scholarship, or other governmental assistance;
2. Seminar;
3. Internship;
4. Course that earns only Continuing Education Credits (CEUs);
5. Exam preparation course or entrance exam;
6. Course taken as "audit only";
7. Course graded only as "Pass/Fail";
8. Course issuing credit only as "Life Experience" and/or "Portfolio";
9. Course fulfilling only a physical education or sexual education requirement;
10. Course taken that is not part of an employee's approved undergraduate or graduate degree program; and
11. Course taken by an employee who is not enrolled in an undergraduate or graduate degree program.

D. The letter grades an employee earns upon completion of an approved course determines the percentage of reimbursement that will be applied to eligible expenses.

- A = 100%
- B = 75%
- C = 50%
- D = 0% (ineligible for reimbursement under this policy)
- F = 0% (ineligible for reimbursement under this policy)

An employee who receives an "Incomplete" or who withdraws from a course is not eligible for reimbursement under this policy.

E. Any tuition assistance provided to an employee pursuant to this policy up to a maximum of amount of $5,250.00 in any calendar year is excluded from tax; any amount received in excess of $5,250.00 in any calendar year will be treated as taxable income, as required by the Internal Revenue Service (IRS).

F. An employee who separates employment for any reason other than a City-initiated layoff or termination within twenty-four (24) months of receiving any amount of financial assistance pursuant to this policy, authorizes the City to deduct the amount(s) of such reimbursement(s) from any amount of payout to which (s)he would have otherwise been entitled. An employee who is not eligible for payout or who does not have sufficient payout value from which to deduct the reimbursed amount(s) is obligated and required to repay the City.

G. Deadlines are not negotiable and will not be extended. It is solely an employee's responsibility to timely submit enrollments, agreements, reimbursement applications, and other required documentation for participation in this program. No employee should expect or rely upon the City, Human Resources, or any other person to "remind" him/her of this program's requirements and/or deadlines.

1.5 PROCEDURES

a. This program is at the sole discretion of the City and may be suspended or cancelled at any time.

b. A *Tuition Assistance Program Participation Enrollment Form* and *Tuition Assistance Program Agreement* are required to be submitted by any eligible employee who is interested in seeking reimbursement pursuant to this policy. The purpose of the Participation Enrollment Form is for Human Resources and Risk Management to evaluate whether or not an employee meets participation requirements of the program. The purpose of the Agreement is to confirm that an employee understands the program and his/her obligations pursuant to enrollment and reimbursement. The Participation Enrollment Form and the Program Agreement are required to be submitted each funded fiscal year in which the employee is interested in participating. No reimbursement will be considered without a current approved participation enrollment form and signed program agreement.

1. Human Resources will log completed Participation Enrollment Forms and Program Agreements in the funded fiscal year's Tuition Assistance Program Tracking spreadsheet "Enrollments" tab.

2. Human Resources will review the Participation Enrollment Forms and will confirm, and log eligibility on the "Enrollments" tab.

3. Human Resources will notify employees in writing of their participation approval or denial. If an employee is denied, the reason for the denial will be included.

c. A separate *Tuition Assistance Program Reimbursement Application* is required to be submitted for each course for which an employee is requesting reimbursement. These Reimbursement Applications are accepted on a rolling basis per Reimbursement Period, and all required documentation is required to be submitted with each Reimbursement Application. The submission of a Reimbursement Application does not guarantee reimbursement.

d. Completed Reimbursement Applications with required documentation must be submitted via electronic mail to: hr@bbfl.us with the subject line: Tuition Assistance Program.

1. Human Resources will assign each Reimbursement Application a tracking number based upon date and time of receipt: TAP-YYYY-MM-DD-###, wherein TAP means Tuition Assistance Program, YYYY means calendar year, MM means calendar month, DD means calendar day, and ### indicates the number of the request received on the specified date. For example, the first request received on October 1, 2017 would be assigned the tracking number: TAP-2017-10-01-001.

2. Human Resources will review Reimbursement Applications in the order in which they are received. Incomplete Reimbursement Applications or Reimbursement Applications submitted without required documentation will be returned via electronic mail to the employee, who will need to resubmit a completed Reimbursement Application with supporting documentation in order to be considered for reimbursement. A new tracking number will then be assigned based on the date of receipt of the completed Reimbursement Application with required documentation.

3. Human Resources will separately log each course Reimbursement Application in the funded fiscal year's Tuition Assistance Program Tracking spreadsheet "Applications" tab.

    i. Human Resources will reconfirm an employee's eligibility. The course Final Grade, Credit Hours, and Book(s) Cost will be logged on the "Applications" tab.

    ii. Human Resources will log the eligible reimbursement amounts for credit hours and textbook(s) and will calculate a total eligible reimbursement amount.

e. Reimbursement Processing will begin for the Reimbursement Period One following the January 31st deadline for submitting Reimbursement Applications.

    i. Human Resources will sort completed eligible Reimbursement Applications by Tracking Number order and reconfirm an employee's eligibility.

    ii. Human Resources will log each eligible Reimbursement Application in the funded fiscal year's Tuition Assistance Program Tracking spreadsheet "Reimbursements" tab up to the Maximum Per Person Allowable Reimbursement Amount (see

Addendum for these Amounts). This process will be repeated for each eligible Reimbursement Application until the Program Budget Balance for Reimbursement Period One has been depleted.

iii. Human Resources will complete a 121 for Tuition Assistance Program Reimbursement and route for approvals and processing by Finance.

iv. Finance will process all approved Period One Reimbursements in February.

v. If funds are remaining in the allocated Program Budget Balance following Period One Reimbursements, Human Resources will add this remaining balance to the beginning Program Budget Balance for Period Two Reimbursements.

f. Reimbursement Processing will begin for the Reimbursement Period Two following the August 31st deadline for submitting Reimbursement Applications.

i. Human Resources will sort completed eligible Reimbursement Applications by Tracking Number order and reconfirm an employee's eligibility.

ii. Human Resources will log each eligible Reimbursement Application in the funded fiscal year's Tuition Assistance Program Tracking spreadsheet "Reimbursements" tab up to the Maximum Per Person Allowable Reimbursement Amount (see Addendum for these Amounts). This process will be repeated for each eligible Reimbursement Application until the Program Budget Balance for Reimbursement Period Two has been depleted.

iii. If funding remains available after processing all eligible and approved Period Two Reimbursements, Human Resources will reconsider Period One Reimbursement Applications that were eligible but not reimbursed due to that period's allocated budget limitations.

iv. Human Resources will complete a 121 for Tuition Assistance Program Reimbursement and route for approvals and processing by Finance.

v. Finance will process all approved Period Two Reimbursements in September.

Addendum: Tuition Assistance Program
Current Reimbursement Year Expenses and Amounts

FOR FISCAL YEAR REIMBURSMENT:
October 1, 2022 – September 30, 2024

Applications will be considered on a rolling basis for enrollment in courses in which classes began on or after August 1st of each year.

In order to be eligible for reimbursement all documentation required to process a reimbursement must be received on or by the thirtieth (30th) day following the last date of the term/session for the course(s) for which reimbursement is being requested. In no case will reimbursements be processed outside of the fiscal year.

ELIGIBLE REIMBURSABLE EXPENSES AND AMOUNTS:
Copies of original receipts are required for reimbursement. Failure to provide proper documentation will result in ineligibility for reimbursement.

Tuition and Fees: (maximum per credit hour reimbursement based on course grade)

Final Course Grade:	A	B	C
Associate Degree Course:	$114.04	$ 85.53	$ 57.02
Bachelor Degree Course:	$179.90	$134.93	$ 89.95
Graduate Degree Course:	$336.77	$252.58	$168.39

Required Course Textbook(s): (maximum reimbursement per course based on course grade)

Final Course Grade:	A	B	C
Per Course:	$150.00	$112.50	$ 75.00

MAXIMUM PER PERSON ALLOWABLE REIMBURSEMENT PER FUNDED FISCAL YEAR

No employee will be reimbursed for more than twelve (12) credit hours per funded fiscal year and are subject to the following fiscal year per person maximum credit hour reimbursement amount based on degree:

- Associate Degree: $1,368.48
- Bachelor Degree: $2,158.80
- Graduate Degree: $4,041.24

No employee will receive more than $600.00 for textbook reimbursement per funded fiscal year.

SIGNATURE PAGE

Agreed to this _____ day of _____ 2022, by and between the respective Parties through the authorized representatives of the PBA and the City.

_____
Witness

_____
Witness

PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION

By: _____
John Kazanjian, President

By: _____
Legal Counsel

CITY OF BOYNTON BEACH

_____
Witness

By: _____
Ty Penserga, Mayor

ATTEST
By: _____
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
City Attorney

_____
James Stables, Interim City Manager

Ratified by City Commission

_____
Date

Ratified by Union

5/19/22
Date

_____ TA City

_____ TA Union

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Approve an increase to the annual estimated expenditures for bid contract "Backflow Prevention Device Inspection, Testing and Repair Services" Bid # 020-2821-19/EM with Line-Tec, Inc. of Delray Beach, FL. from $30,000 to $40,000 annually for the duration of the contract.

Explanation of Request:
On May 7, 2019, the City Commission approved a bid-award to Line-Tec, Inc. for Backflow Prevention Device Inspection, Testing, and Repair Services # 020-2821-19/EM in the amount of $25,000 annually.

On April 19, 2022 the City Commission approved a renewal to this bid award for an expenditure of $30,000.00.

Over the last year, Utilities staff has observed an increased number of private backflow devices that are not meeting compliance requirements. As staff or the Utilities vendor find the non-compliant backflow devices, these devices need to be inspected and certified which adds cost for the Utilities vendor, which are passed on to the customers.

Utilities is requesting to increase the annual estimated expenditures from $30,000 to $40,000.

How will this affect city programs or services?
Provide reliable annual inspection, testing and repair services for backflow prevention devices for the Utilities department in accordance with the requirements of the Florida Department of Environmental Protection (FDEP). FDEP requires that backflow prevention devices are tested each year.

Fiscal Impact:
Budgeted.
Funds are available and budgeted in the following accounts:
401-2821-536-49-17
401-2816-536-49-17
401-2821-536-46-20

Alternatives: Obtain quotes on an "As Needed" basis which would not be cost effective and may cause delays in repairs and or backflow certification causing possible regulatory violations.

Strategic Plan: High Performing Organization, Public Health and Safety

Strategic Plan Application: A Backflow prevention program is required by the Florida Department of Environmental Protection to ensure integrity of the water distribution system.

Climate Action Application:

Is this a grant?

Grant Amount:

Contracts

Vendor Name: Line-Tec, Inc

Start Date:

End Date:

Contract Value:

Minority Owned Contractor?:

Extension Available?: Yes

Extension Explanation:

Attachments:

	Type	Description
🗋	Addendum	Backflow Prevention Device Inspection, Testing and Repair Bid

Copy

INVITATION TO BID
FOR
BACKFLOW PREVENTION DEVICE INSPECTION, TESTING AND REPAIR SERVICES

BID No.: 020-2821-19/EM

BID OPENING DATE: March 25, 2019
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)
PURCHASING SERVICES, CITY HALL

The City of Boynton Beach

Purchasing Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323
FAX: (561) 742-6316

INVITATION TO BID

FOR

BACKFLOW PREVENTION DEVICE INSPECTION, TESTING AND REPAIR SERVICES

BID No.: 020-2821-19/EM

Sealed bids will be received in PURCHASING SERVICES, City of Boynton Beach, 3301 Quantum Blvd., Suite 101, Boynton Beach, Florida 33426 on or by: **March 25, 2019; No Later Than 2:30 P.M. (Local Time).**

Bids will be opened in: **PROCUREMENT SERVICES-CITY HALL** unless otherwise designated.

Bids received after the assigned date and time will not be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by a specified time so that a bid can be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid.

Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the proposal/bid, whichever is sooner. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City

Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Ilyse Triestman, Purchasing Manager; Telephone: (561) 742-6322, E-mail: triestmani@bbfl.us

SCOPE OF BID:

The City of Boynton Beach is seeking the services of a Contractor for the Inspection, Testing, and Repair of backflow prevention devices in accordance with the terms and conditions, and specifications stated in the Bid. The Contractor must be state-certified, licensed and insured to service backflow prevention devices. Testers for the Contractor must be certified by University of Florida TREEO Center or equivalent in Backflow Prevention Device Testing and Repairs.

Contact: **City of Boynton Beach Purchasing Services**
3301 Quantum Boulevard, Suite 101
Boynton Beach, FL 33426
Ilyse Triestman, Purchasing Manager
(561) 742-6322 or triestmani@bbfl.us

Office Hours: **MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.**

CITY OF BOYNTON BEACH

Tim W. Howard

TIM W. HOWARD
ASSISTANT CITY MANAGER – ADMINISTRATION

INVITATION TO BID

FOR

BACKFLOW PREVENTION DEVICE INSPECTION, TESTING AND REPAIR SERVICES

BID No.: 020-2821-19/EM

Section 1 – SUBMITTAL INFORMATION

A. The City of Boynton Beach will receive bid responses until **March 25, 2019** at **2:30 P.M. (LOCAL TIME)** in Purchasing Services located at City Hall, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426

B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their bid response **delivered to Purchasing Services** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the bid and prior to the award being made.

C. If any addendum(s) are issued to this Bid, the City will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid response, to contact the City Procurement Services at (561) 742-6322 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.

D. **One (1) original, so marked, one (1) copy, and 1 electronic copy** of the bid response shall be submitted in one sealed package clearly marked on the outside "**INVITATION TO BID FOR BACKFLOW PREVENTION DEVICE INSPECTION, TESTING AND REPAIR SERVICES**" to: City of Boynton Beach, Purchasing Services, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426

E. Responses shall clearly indicate the legal name, address and telephone number of the bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

BID DEADLINE: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

MINOR IRREGULARITIES/RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. The City of Boynton Beach reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

B. Waive any defect, irregularity or informality in any bid or bidding procedure;

C. Reject or cancel any or all bids;

D. Reissue an Invitation to Bid;

E. Extend the bid deadline time and date;

F. Procure any item by other means;

G. Increase or decrease the quantity specified in the Invitation to Bid;

H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;

B. A satisfactory record of performance;

C. A satisfactory record of integrity;

D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;

E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY".**
SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for

the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at Procurement Services, it is each bidder's responsibility to check with Procurement Services and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected, unless addressed in the Special Conditions Section of the bid documents.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to

specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this submittal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

PUBLIC ENTITY CRIMES: As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and my not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE WITH CONTRACT CONDITIONS**".

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and

against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMANTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be

computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the using department and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

C. DISCOUNTS: Will be considered in determining the lowest net cost.

D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

TIME OF DELIVERY: The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids

LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL:
The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. 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, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor 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.

LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, **a bidder must include the Local Business Status Certification Form at the time of bid submittal.**

Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

SCRUTINIZED COMPANIES - 287.135 and 215.473

By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Solicitation responses of $1 million or more must include the attached Scrutinized Companies form to certify that the Proposer is not on either of those lists.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
3301 QUANTUM BLVD., SUITE 101, BOYNTON BEACH, FL 33426
561-742-6061
PYLEJ@BBFL.US

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to **Ilyse Triestman, Purchasing Manager, Monday through Friday, 8:00 A.M. to 5:00 P.M. at (561) 742-6322; E-mail triestmani@bbfl.us**

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SPECIAL TERMS AND CONDITIONS

PURPOSE: The City of Boynton Beach is seeking the services of a Contractor for the Inspection, Testing, and Repair of backflow prevention devices in accordance with the terms and conditions, and specifications stated in the Bid.

TERM OF CONTRACT: The initial term of the contract awarded shall be for one (1) year from the effective date of the contract and by mutual agreement between the City and the awardee(s), may be renewable for three (3) additional one (1) year periods. The City reserves the right to exercise the option to renew annually.

The City reserves the right to extend automatically for a period not to exceed an additional twelve (12) months in order to provide the City with continual service while a new contract is solicited, evaluated and/or awarded.

BASIS OF AWARD: It is the intent of the City to award the bid to the lowest responsive and responsible bidder for the total of item #1 only located on the bid sheet.

Once opened, the bids will be tabulated and evaluated by the City before recommendation and/or notice of intent to award. The City, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder, or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

INSURANCE: It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of bidder's personnel are working on City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

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INVITATION TO BID
FOR
BACKFLOW PREVENTION DEVICE INSPECTION, TESTING AND REPAIR SERVICES

BID No.: 020-2821-19/EM

SPECIFICATIONS AND TECHNICAL REQUIREMENTS

GENERAL REQUIREMENTS:

A. The Contractor shall provide all services and necessary items of expense, including but not limited to labor, material, trucking, transportation, equipment, power, supervision, and all other services and items of expense required for the complete performance of all Work.

B. Pay legally required sales, consumer, and use taxes.

C. Pay all charges by all suppliers and subcontractors to the Contractor for such work as supporting, replacing, moving or providing protection for their facilities as necessitated by the Contractor's operation.

D. Pay all costs of restoration of the work site to condition equal or better than prior to construction, including landscaping and irrigation systems.

E. Pay all costs of restoration of pavements, landscaping, and structures damaged by the Contractor's operation, including all staging areas solely to the satisfaction of the City

F. Give all required notices.

G. Comply with laws, codes, ordinances, rules, regulations, orders, and other legal requirements of public or quasi-public authorities, which bear on the performance of the work.

H. The Contractor shall be responsible for safely barricading open excavations that may present hazards.

I. The Contractor shall be responsible for securing all tools, equipment and material at the job site.

J. Ensure that all personnel are properly dressed with OSHA approved clothing and safety gear, including but not limited to hard hats, work shoes, shirts and long pants, as appropriate for the performance of the Work.

K. Vendor shall not solicit work from any private backflow prevention device owner.

L. Vendor shall not falsify any test reports.

M. Vendor shall not perform any work or repairs unless specifically authorized by the city in advance.

N. Vendor shall not remove tags on any backflow prevention device or retest the device if it has been recently re-tested by another plumber.

O. Contractor should provide a copy of the company's safety policy at the time of bid submittal or within three (3) days of request by the City or bid may be deemed non-responsive.

P. Contractor to provide contact information to include after-hours (name, cell phone number and any alternate telephone information, email address, etc).

Q. Scheduling will be initiated to the Successful Contractor through the Utilities Department, Administration – Engineering Division. All test reports as indicated in Item 5 "Reports" must be submitted to the said department upon completion.

R. Special billing submitted on a monthly basis must be separated as follows:

- One bill for City lift stations
- One bill for City water treatment plants
- One bill for all passing units – non-City

- One bill for all failed units – non-City

S. In the case of emergency, Contractor must be available to be on site within two (2) hours of the initial call from the City.

TESTING AND CERTIFICATION:

A. The Contractor shall commit to testing each batch of assigned devices and returning the Test Reports with backup documentation within a forty-five (45) day period from initial receipt of work order from the city. Batches typically consist of no more than fifty (50) devices.

B. Each Backflow Prevention Device shall be tested annually. If any deficiencies are identified during testing, the Contractor shall provide the City with a list of such deficiencies.

C. Upon satisfactory completion of testing, certification reports shall be sent to the City within thirty (30) days from initial testing.

D. Pricing for testing, certification, and reports shall include all labor and materials for the following backflow prevention devices: ¾ - inch to 1-inch; 1 ¼ - inch to 2-inch; 4-inch to 6-inch, and 8-inch and larger.

E. The Contractor shall provide basic onsite cleaning if initial test fails and can be corrected by cleaning. The City shall be notified of all illegal cross-connections, incorrect installations, or any other potential hazards to the water system within twenty-four (24) hours.

F. The Contractor shall provide the City with a copy of certification for each tester, as well as annual test-kit calibration documentation for all test kits used.

G. The Contractor shall perform any other duties or requirements needed to ensure the satisfactory completion of the aforementioned testing goals.

H. The Contractor must tag all devices after testing. The tags must be approved by the City. The tags will be waterproof and weather-resistant, made of metal or plastic, and securely fastened to the device. Tags may be of any format or style but must display the testing firm's name and address, and the test date (month and year).

TESTING STANDARD:

A. All tests shall be accomplished in accordance with the procedures indicated in the latest edition of Chapter 8 of the American Water Works Association (AWWA) Manual M14, Section 9 of the University of Southern California's Manual of Cross-connection Control.

B. All backflow prevention devices shall comply with the American National Standards Institute (ANSI), American Society of Mechanical Engineers (ASME) and American Society of Safety Engineers (ASSE) specifications.

BACKFLOW PREVENTION DEVICES ON PRIVATE PROPERTY NOT OWNED BY THE CITY:

A. The majority of the backflow prevention devices covered by this contract are located on private property. These private property owners have failed to have backflow prevention devices certified upon expiration. The City requires that these devices be tested annually. The City will send letters to all applicable customers introducing the Contractor and explaining the backflow prevention device testing requirements.

B. The contractor shall ensure good relations with all City customers. The following procedures will be followed for this purpose: a) any reports of lack of courtesy or workmanship must be investigated within twenty-four (24) hours; b) technicians must always be cognizant of being representatives of the City and conduct themselves accordingly; c) technicians shall not accept payment from customers for work performed for the City under this contract; d) any inappropriate conduct will be grounds for termination of this contract.

C. The Contractor shall be responsible for handling customer complaints in a timely manner. The complaints and results must be shared with the City.
D. The Contractor shall provide vehicles to support testing and repairs performed under this contract. The Contractor's company information (name, address. telephone number, and indication as Contractor for the City) must be stated on the Contractor's vehicle(s) to identify the operator as a Contractor for the City of Boynton Beach.
E. The Contractor's employees shall be outfitted in uniforms provided by the Contractor that clearly indicates the Contractor's company name.
F. The Contractor shall be compensated **only for actual backflow prevention device tests performed.** The Contractor will **not** be compensated for unsuccessful attempts to locate or gain access to a backflow prevention device. It is the Contractor's responsibility to locate the device on the property, and if necessary to contact the property owner to gain access to the device. In addition, there will be **no** reimbursement for backflow prevention devices that were tested by the property owner's plumber.
G. If the Contractor cannot locate a backflow prevention device, then the Contractor shall contact Patricia Kellner (561) 742-6436 for further instructions. If the City and the Contractor are in agreement that the device cannot be found, then the Contractor shall categorize the device as "Not Found" or "NF." The Contractor shall identify such property(ies) in the backflow work orders.
H. If customer contact is required to gain access to backflow prevention device, then the Contractor shall make at least three (3) attempts to contact the customer. Each attempt shall include a different method of notification, which may include knocking on doors, door hangers, letters, registered letters, etc. The door hangers shall include the Contractor's Name, and telephone number for scheduling appointments. The Contractor shall document each attempt at customer contact. The documentation must include, at a minimum, the customer's name, address, date and time of attempted contact, notification method, name of Contractor's employee making the attempt and if applicable, the name of the customer spoken to and reason for refusing access. If the Contractor if unable to gain access after three (3) attempts at contact, the location shall be categorized as "No Access After 3 Attempts" or "NA3A." The Contractor shall identify such property(ies) in a report.
I. The Contractor shall also leave a door hanger at each location where a successful test is performed while the customer is not present. These door hangers shall include the Contractor's Name, and telephone number for reporting any emergencies or other issues related to the testing.

REPAIR AND REPLACEMENT:

A. The Contractor shall submit pricing for hourly rates for the repair and replacement of backflow prevention devices on City-owned properties and facilities. Pricing shall include all labor, tools and equipment necessary for the repair of the device. The City will reimburse the Contractor for the direct cost of parts utilized in each repair or replacement. The City reserves the right to provide the Contractor with necessary parts. In this event, the Contractor shall provide a list of said parts to the City within ten (10) days of written request from the City.
B. At its option, the City may authorize the Contractor to make necessary repairs to service lines or piping, order the customer to make such repairs, or undertake such repairs itself.
C. The Contractor shall flush the water line after repairing or replacing a backflow prevention device to ensure the device is working properly and to verify service restoration to the entire premises.
D. The Contractor shall be responsible for correcting any leaks at the backflow prevention device, valves, couplings, service lines and ancillary equipment and hardware that could reasonably be attributed to the backflow prevention device

repair if such leaks are reported by the City within ninety (90) days of the initial repair or replacement.

E. All repair work, including materials used in repairs performed under this contract shall be guaranteed against defects in workmanship for a period of one (1) year from the date of acceptance by the City.
F. Repairs of failed, privately-owned units **must not** be included for reimbursement by the City. Only authorized repairs for City-owned backflow prevention devices will be reimbursed.
G. For all replacements, the serial numbers of the old and new backflow prevention devices must be included on the test report.

PERMITS AND FEES:

A. The Contractor shall procure all City of Boynton Beach Building Permits required for any part of the Contractor's work. Any drawings or exhibits necessary for the permit application shall be the responsibility of the Contractor. The Contractor shall pay the cost of the permit fees. Include permit fees in unit pricing.

B. The Contractor shall review and become familiar with the requirements and conditions associated with the permits issued for the Project. It shall be the sole responsibility of the Contractor to know and fully comply with all of the requirements and stipulations included in the permits, as applicable.

MINIMUM REQUIREMENTS:

A. Contractor shall have at least three (3) years of experience in the business of inspection, testing and repair of Backflow Prevention Devices and provide references from commercial or large private customers who have received services outlined within the Bid. References shall be from entities other than City of Boynton Beach within the last three (3) years. This should be included at the time of bid submittal, the vendor must possess licenses/certifications and submit proof with bid or within 3 days of request or bid may be deemed non-responsive

B. The Contractor must be state-certified, licensed and insured to service backflow prevention devices. This should be included at the time of bid submittal, the vendor must possess licenses/certifications and submit proof with bid or within 3 days of request or bid may be deemed non-responsive

C. Testers for the Contractor must be certified by University of Florida TREEO Center or equivalent in Backflow Prevention Device Testing and Repairs. This should be included at the time of bid submittal, the vendor must possess licenses/certifications and submit proof with bid or within 3 days of request or bid may be deemed non-responsive

D. Bidder shall possess a plumbing license by the State of Florida and copy of such license. This should be included at the time of bid submittal, the vendor must possess licenses/certifications and submit proof with bid or within 3 days of request or bid may be deemed non-responsive

E. Contractor shall possess Cross Connection Testing and Repair Certification from at least one of the following agencies. This should be included at the time of bid submittal, the vendor must possess licenses/certifications and submit proof with bid or within 3 days of request or bid may be deemed non-responsive

- University of Florida's TREEO Center
- American Society of Sanitary Engineering for Plumbing and Sanitary Research
- Florida Water Pollution Control Operators Association
- AWWA Florida Apprenticeship Backflow Association
- Institute for Cross-Connection Control

USE OF PREMISES:

A. Contractor shall confine construction equipment and stored materials to areas designated by the City, as permitted by law, ordinances, permits, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor must coordinate with the City for an acceptable staging area.

B. Contractor shall preserve and protect all existing vegetation that is located on or adjacent to the site. Contractor shall be liable for, or shall be required to replace or restore at no additional cost to the City, all vegetation that may be destroyed or damaged. Payment for job site cleanliness is incidental to the project.

C. During the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, Contractor shall remove all waste material, rubbish and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean as or better than before.

D. All excess materials excavated from the job site shall be removed and legally disposed by the Contractor.

E. Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the existing structures.

EXISTING ROADWAYS AND UTILITIES:

A. The Contractor shall not cause delay or hindrance of vehicular and pedestrian traffic during the course of the work. Any Work that must be performed which may result in delays to public traffic or re-routing of traffic must be approved by the City.

B. The Contractor shall notify each utility company involved at least ten (10) business days prior to the start of construction to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the proposed construction.

C. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor.

D. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or prevented from leaking. All repairs are to be inspected by the utility owner prior to backfilling.

E. The Contractor should be aware of the SUNSHINE STATE ONE CALL CENTER (formerly the UNCLE Notification Center), which has a free locating service for contractors and excavators.

F. Two business days before excavating, dial toll free 1-800-432-4770, and a locator will be dispatched to the work location.

EXISTING IRRIGATION SYSTEMS:

The Contractor shall review all areas to be disturbed by construction, prior to beginning construction and provide abutting property owners a seven (7) day's notice to relocate landscape and irrigation. The Contractor shall repair irrigation systems damaged by its work. Prior to construction, the City, Contractor and property owners will review the existing irrigation systems. The Contractor will only be allowed to work within the limits of construction. Any disturbance to vegetation or irrigation outside of the limits of construction will be at the Contractor's expense.

RESPONSIBILITY FOR MATERIALS:

The Contractor shall be held responsible for any materials, equipment and work to the full amount of all payments made thereon, and he will be required to make good at its own cost any injury or damage which said material, equipment or work may sustain from any unforeseen obstructions or difficulties which may be encountered, or from any source or cause whatsoever, or from any action of the elements, before final acceptance thereof.

ORDERING PROCEDURE AND DELIVERY TIME:

A. After issuance of a purchase order, the City will contact the vendor to schedule a kick-off meeting.
B. If required, City staff will perform a site visit with the contractor.
C. After receipt of order details and site visit (if conducted), the Contractor shall submit an application for a building permit to the Building Department within two weeks.
D. The sign(s) shall be installed within two weeks of receiving the building permit from the City's Building Department.
E. A post inspection is required, prior to the City's final building inspection.

WORK HOURS:

Normal work hours shall be limited to 7:00 AM to 5:00 PM, Monday through Friday. Any work performed outside those hours shall be approved in advance by the City.

WARRANTY:

A. All materials and work shall be warrantied for a period of one year from the time of final acceptance by the City.
B. The Contractor shall guarantee that everything installed as per all manufacturers' requirements and shall provide a copy of all manufacturers warrantees.

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INVITATION TO BID
FOR
BACKFLOW PREVENTION DEVICE INSPECTION, TESTING AND REPAIR SERVICES

BID No.: 020-2821-19/EM

Date: 3/11/2019

We the undersigned, as Bidders, hereby declare that we have carefully read this proposal or bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, FOB, City Facility Location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

Award will be based on total for item 1 only.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE:
1.	Testing of Backflow Prevention Devices	600/Year	EACH	$ 41.25	$ 24,750.00

ITEM NO.	DESCRIPTION	UNIT PRICE OR DISCOUNT
2.	LABOR COST FOR REPAIR AND REPLACEMENT	$ 95.00 PER HOUR
3.	LABOR COST FOR INSTALLATION OF BACKFLOW PREVENTION DEVICES	$ 95.00 /PER HOUR
4.	PERCENT DISCOUNT OFF MANUFACTURER'S PRICE LIST FOR PARTS	5 %

Line-Tec Inc
COMPANY NAME

AUTHORIZED SIGNATURE

Scott Ellsworth
PRINTED NAME

(561) 279-1032
TELEPHONE NUMBER

President
TITLE

Scott@LineTecinc.com
E-MAIL ADDRESS

BIDDER'S QUALIFICATIONS STATEMENT

BIDDER shall furnish the following information. All questions to be answered in full, without exception. If copies of other documents will provide the appropriate answer to the question, they may be attached and clearly labeled. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S GENERAL INFORMATION:

1. BIDDER'S Name, Principal Address, Phone and Fax Number:

Line-Tec Inc 241 NW 19 AVE, Delray Bch, Fl, 33444

561-279-1032 (office) 561-279-1044 (FAX)

2. Number of years as a Contractor in this type of work: 21 yrs

3. Names and titles of all officers, partners or individuals doing business under trade name:

Scott Ellsworth (Pres)

Mark Atkins (V-Pres)

4. The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☑

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

6. What is the last project of this nature that you have completed?

Boynton Beach, Back Flow Prevention (

7. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

8. List past clients your company has worked for within the past three years.

BUSINESS/ CONTACT No. 1	Scott Solomon City of DelRay Bch	Product/ Service and $ Value Beg/End	Plumbing/ Reuse, 750,000	Tel: 561-243-7309 Fax: 561-243-7314 Email solomon@mydelraybeach.o	
BUSINESS/ CONTACT No. 2	Bill Pelle Town of Davie	Product/ Service and $ Value Beg/End	Back Flow Testing & Repair 10,000.00	Tel: 954-448-0429 Fax 954 327-3752 Email Bill_Pelle@davie-fl.gov	
BUSINESS/ CONTACT No. 3	Patrica Kellner City of Boynton Bch	Product/ Service and $ Value Beg/End	Back Flow Testing & Repair 13,000.00	Tel: 561-742-6436 Fax 561-742-6278 Email Kellnerp@bbfl.us	
BUSINESS/ CONTACT No. 4	Seacoast Utilities Brandon Selle	Product/ Service and $ Value Beg/End	Meter Change & Back Flow Replacement 257,000.00	Tel: 561-627-2920 Fax: 561-624-2839 Email Bselle@sua.com	
BUSINESS/ CONTACT No. 5	Martin County David Giehl	Product/ Service and $ Value Beg/End	Meter Changes Back Flow Replacement 30,000.00	Tel: 772-223-7959 Fax: 772-221-1400 Email dgiehl@martin.fl.us	

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Mike Garafola, Back Flow Tech/Repair, #1CC-BT-165
Scott Ellsworth, Plumbing CFC 1427752

10. State the name and licensing of the individual who will have personal supervision of the WORK. (Attach all licensing)

Mike Garafola

11. Will you sublet any part of this WORK? If so, give details.

No

12. What equipment do you own that is available for the WORK? (Attach additional sheets as necessary)

Back Flow Tester, All Hand Tools, & Vehicles

13. What equipment will you purchase for the proposed WORK?

None

14. What equipment will you rent for the proposed WORK?

None

15. Has the Bidder or any principals of the Firm failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

No

16. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None

18. Is the Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? (If yes, specify in details the circumstances, and prospects for resolution).

No

19. Bank References (Include name, job title, and telephone number of contact person) – Minimum 1

Glenda Maldonado, JP Morgan Chase, 954-270-2277

20. Annual Average Services Revenue of the Bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	4,584,000 #6
b.	Non-Governmental Related Work	1,147,000 #5
	Total Work (a +b):	5,731,000 #7

Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

20. Principal Materials Manufacturer and Subcontractors. The BIDDER who proposes to perform WORK specified and shown on the Drawings is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and subcontractors whose materials and services said BIDDER proposes to furnish and utilize if awarded a CONTRACT for the WORK specified herein and shown on the Plans. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the BIDDER will furnish the materials of the manufacturers and utilize the services of the subcontractors stated herein and that if for any reason whatsoever BIDDER wishes to substitute materials or subcontractors BIDDER shall request permission in writing from the CITY stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the WORK.

Materials:

Item	Manufacturer
Repair Parts	: Watts
Repair Parts	: Febco
Repair Parts	: Wilkins
Repair Parts	: Zurn
	:
	:
	:
	:
	:

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects

the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date 3/11/2019

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

Attachment "A"
City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

Submit Bids to: PURCHASING SERVICES
3301 Quantum Blvd., Suite 101
Boynton Beach, FL 33426
Telephone: (561) 742-6310

Bid Title: **"BACKFLOW PREVENTION DEVICE INSPECTION, TESTING AND REPAIR SERVICES"**

Bid Number: **020-2821-19/EM**

Bid Due: **March 25, 2019, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Purchasing Services unless specified otherwise and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Bidder: King-Tex Inc.

Federal I.D. Number: 65-0847861

A Corporation of the State of: Florida

Area Code: 561 Telephone Number: 279-1032

Area Code: 561 FAX Number: 279-1044

Mailing Address: 241 NW 18 AVE

City/State/Zip: Del Ray Beach, FL, 33444

Vendor Mailing Date: Hand Delivered

E-Mail Address: Scott@kingtexinc.com

Authorized Signature

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
:
County of Palm Beach)

Scott Ellsworth, being first duly sworn, deposes and says that:

1) He is President of Lins-Tec Inc,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid:

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Said bid is genuine and is not a collusive or sham bid;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) **The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

(Signed) _____

(Title) President

Subscribed and sworn to before me

This 21 day of March, 20 19

My commission expires 2/8/20

SUSAN B. CAUDELL
MY COMMISSION # FF 949881
EXPIRES: February 8, 2020
Bonded Thru Notary Public Underwriters

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 11 day of March ,20 19

SUSAN B. CAUDELL
MY COMMISSION # FF 949681
EXPIRES: February 8, 2020
Bonded Thru Notary Public Underwriters

Printed Information:

Scott Ellsworth
NAME

President
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

King-Tec Inc
COMPANY

SUSAN B. CAUDELL
MY COMMISSION # FF 949681
EXPIRES: February 8, 2020
Bonded Thru Notary Public Underwriters

_____
"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business? _____ Yes ✓ SBE No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO ✓ SBE

If YES, Name the Organization from which this certification was obtained and date:

Palm Beach County
Issuing Organization for Certification

11/01/2016
Date of Certification

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

King Tec Inc
CONTRACTOR NAME

By Scott Ellsworth

Title: President

Date: 3/11/2019

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, Scott Ellsworth (Name of officer of company), the President (Title of officer of company) of Line-Tec Inc (Name of Corporation/Company), located at 241 NW 18 Av, Delray Bch (Business Address)

Certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS: Line-Tec Inc

1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO	Number of Years:
2. Does the business have a business tax receipt issued in the current year?	YES	NO	Business License Number: CFC1427752
3. Is the business registered with the Florida Division of Corporations?	YES	NO	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: Scott Ellsworth Signature: _____

*****FOR PURCHASING USE ONLY*****

Business License ☐ **Year Established:** ☐ **Active:**

Verified by: _____ **Date:** _____

CERTIFICATION PURSUANT TO FLORIDA

STATUTE § 287.135

I, Scott Ellsworth, on behalf of Lins-Tec Inc certify

Print Name and Title Company Name

that Lins-Tec Inc does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted

a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Line-Tec Inc

COMPANY NAME

SIGNATURE

Scott Ellsworth

PRINT NAME

President

TITLE

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

STATEMENT OF NO BID

If you are not bidding this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid on your Bid No.: **020-2821-19/EM** to **"BACKFLOW PREVENTION DEVICE INSPECTION, TESTING AND REPAIR SERVICES"** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

LINEINC-02 KKENNEDY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2018

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
Collinsworth, Alter, Lambert, LLC
23 Eganfuskee Street
Suite 102
Jupiter, FL 33477

CONTACT NAME: Suzanne Nelson
PHONE (A/C, No, Ext): (561) 868-6291 FAX (A/C, No): (561) 427-6730
E-MAIL ADDRESS: Snelson@callic.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Owners Insurance Company	32700
INSURER C : Bridgefield Employers Ins Co	10701
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Line-Tec, Inc.
241 NW 18th Avenue
Delray Beach, FL 33444

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			72252010	10/01/2018	10/01/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			4956657900	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			83056666	10/01/2018	10/01/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			72252010	10/01/2018	10/01/2019	Scheduled Equip	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is included as an additional insured for ongoing and completed operations on the general liability per form 55373 and auto liability when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, auto, workers compensation when required by written contract. Cancellation applies as per policy terms & conditions.

CERTIFICATE HOLDER

City of Boynton Beach
PO Box 310
Boynton Beach, FL 33426

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

The Florida Plumbing & Backflow Association
Certifies that

Mike Gerardi

Has successfully completed the Backflow Prevention
Recertification Course,
endorsed by Florida Plumbing and Backflow

Exp Date: 10/31/2020 Cert # ICC-BT-165
RAM #BPAW-ICC-144

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ELLSWORTH, SCOTT A

LINE TEC INC
241 NW 18TH AVE
DELRAY BEACH FL 33444

LICENSE NUMBER: CFC1427752

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ELLSWORTH, SCOTT A

LINE TEC INC
241 NW 18TH AVE
DELRAY BEACH FL 33444

LICENSE NUMBER: CUC057105

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF DELRAY BEACH

BUSINESS TAX RECEIPT
& CONTRACTOR REGISTRATION

110445

RESTRICTION:
OWNER/QUALIFIERELLSWORTH, SCOTT A
BUSINESS NAME: LINE-TEC, INC.
LOCATION: 241 NW 18TH AVE
CLASSIFICATION: CONTRACTOR-UNDERGROUND UTILITIES & EXCAV

RECEIPT NO 19 00038598
CONTROL NO 125040

DATE ISSUED: 9/07/18
BUSINESS TAX FEE: 190.30
DELINQUENT FEE: .00
TRANSFER FEE: .00

TOTAL AMOUNT PAID: 190.30

LINE-TEC, INC.
241 NW 18TH AVE
DELRAY BEACH FL 33444

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD
OCTOBER 1 2018 TO SEPTEMBER 30 2019

BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED TO PUBLIC VIEW AT BUSINESS LOCATION

Notice: This business tax receipt becomes NULL and VOID if ownership, business name,or address is changed. Applicant must apply for Transfer.

CITY OF DELRAY BEACH

BUSINESS TAX RECEIPT INFORMATION

DATE ISSUED: 9/07/18

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD
OCTOBER 1 2018 TO SEPTEMBER 30 2019

- Please conspicuously post this current business tax receipt so that it is able to be viewed by anyone upon entering your place of business.
- This business tax receipt represents proof of payment of your business tax fee for the period October 1 to September 30. Continuous licensure can be an important asset for certain business users; please exercise diligence in maintaining this business tax receipt.
- Once you have obtained a Delray Beach business tax receipt, you will be sent a renewal notice each year 30 to 60 days before expiration to the address indicated on the face of the receipt. Please check all business tax receipt information and if there is an error, report it to us immediately. The City may impose fines and penalties for failure to renew this business tax receipt.
- If you change your business name, ownership or location, you must make a new application for the change and pay a $16.75 transfer fee. The business tax receipt must be surrendered prior to issuance of the new receipt. The back of the receipt must be signed and dated by the previous owner and indicated that all rights, interest, and title of the business is assigned to the new owner.
- If you have more than one business location, you must obtain a business tax receipt for each location.
- A separate business tax receipt is issued for each use performed within your business. Please check with us if you have any questions regarding the classification of your business by visiting us at 100 NW 1st Avenue, our website at MyDelrayBeach.com, or calling us at (561) 243-7203 ext.4.

All-America City 1993 2001

Notice: The issuance of this business tax receipt is a result of a payment of the business tax and shall not be interpreted as: permitting the business to supercede the zoning code of the City, an endorsement by the City of a business, nor certification by the City of the competence of a business.

Palm Beach County
Office of Small Business Assistance

Certifies That

Line-Tec, Inc.

VENDOR # **LINE0008**

is a Small Business Enterprise as prescribed by Section 2-80.21– 2-80.35 of the Palm Beach County Code for a three year period from November 1, 2016 to October 31, 2019

The following Services and/or Products are covered under this certification:

Construction, Utility/Underground Projects
Maintenance and Repair Utility and Underground Projects
Plumbing

Allen Gray, Manager
September 29, 2016

PALM BEACH COUNTY FLORIDA

Palm Beach County Board of County Commissioners

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa Mc Kinlay
Priscilla A. Taylor

County Administrator
Verdenia C. Baker

CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

www.pbctax.com Tel: (561) 355-2264

241 NW 18TH AVE
DELRAY BEACH, FL 33444-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0089 PLUMBING CONTRACTOR	ELLSWORTH SCOTT	CFC1427752	U18.620821 - 07/27/18	$27.50	B40121013

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

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIP

B1 - 662

LINE TEC INC
LINE TEC INC
241 NW 18TH AVE
DELRAY BEACH, FL 33444-1683

LBTR Number: 200913314
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

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

LOCATED AT
241 NW 18TH AVE
DELRAY BEACH, FL 33444-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0105 CW PLUMBING CONTRACTOR	ELLSWORTH SCOTT	CFC1427752	U18.620821 - 07/27/18	$264.60	B40121014

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

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIP

B2 - 662

LINE TEC INC
LINE TEC INC
241 NW 18TH AVE
DELRAY BEACH, FL 33444-1683

LBTR Number: 200913315
EXPIRES: SEPTEMBER 30, 2019

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

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

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

LOCATED AT
241 NW 18TH AVE
DELRAY BEACH, FL 33444-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0097 UNDERGROUND UTILITY & EXCAVATION	ELLSWORTH SCOTT	CUC057105	U18.620821 - 07/27/18	$27.50	B40121017

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

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT

B2 - 661

LINE TEC INC
LINE TEC INC
241 NW 18TH AVE
DELRAY BEACH, FL 33444-1683

LBTR Number: 200702661
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

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

LOCATED AT
241 NW 18TH AVE
DELRAY BEACH, FL 33444-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0137 CW UNDERGROUND UTILITY &	ELLSWORTH SCOTT	CUC057105	U18.620821 - 07/27/18	$185.85	B40121016

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

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT

B3 - 661

LINE TEC INC
LINE TEC INC
241 NW 18TH AVE
DELRAY BEACH, FL 33444-1683

LBTR Number: 200819259
EXPIRES: SEPTEMBER 30, 2019

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.

LINE-TEC

Professional Underground Utility Contractor

Service Industry Employee Safety Manual

Line-Tec, INC.

An Employee Guide to Safety Policies & Procedures to Support a Safety-Conscious Work Environment

Provided by: EMPLOYERS®

Legal disclaimer to users of this form employee handbook:

The materials presented herein are for general reference only. Federal, state and/or local laws, or individual circumstances, may require the addition of policies, amendment of individual policies, and/or the entire Handbook to meet specific situations. These materials are intended to be used only as guides and should not be used, adopted, or modified without the advice of legal counsel. These materials are presented, therefore, with the understanding that the Company is not engaged in rendering legal, accounting, or other professional service. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

Commitment to Safety

Line-Tec, INC. recognizes that our people drive the business. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. All work conducted by Line-Tec, INC.'s employees will take into account the intent of this policy. No duty, no matter what its perceived result, will be deemed more important than employee health and safety.

Line-Tec, INC. is firmly committed to the safety of our employees. We will do everything possible to prevent workplace accidents and we are committed to providing a safe working environment for all employees.

We value our employees not only as employees but also as human beings critical to the success of their family, the local community, and Line-Tec, INC...

Employees are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and Company policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, Line-Tec, INC. will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, Line-Tec, INC. subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds Line-Tec, INC. in higher regard with customers, and increases productivity. This is why Line-Tec, INC. will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of Line-Tec, INC. is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices and company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.
6. Management and supervisors of Line-Tec, INC. will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, Management must monitor company safety and health performance, working environment and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at Line-Tec, INC. must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the work that provides our livelihood.

Scott Ellsworth

President

01/01/12

Scott Ellsworth

Risk Manager

01/01/12

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The primary responsibility of the employees of Line-Tec, INC. is to perform his or her duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees MUST become familiar with, observe, and obey Line-Tec, INC.'s rules and established policies for health, safety, and preventing injuries while at work. Additionally, employees MUST learn the approved safe practices and procedures that apply to their work.

Before beginning special work or new assignments, an employee should review applicable and appropriate safety rules.

If an employee has any questions about how a task should be done safely, he or she is under instruction ***NOT*** to begin the task until he or she discusses the situation with his or her supervisor. Together, they will determine the safe way to do the job.

If, after discussing a safety situation with his or her supervisor, an employee still has questions or concerns, he or she is required to contact the Safety Coordinator.

NO EMPLOYEE IS EVER REQUIRED to perform work that he or she believes is unsafe, or that he or she thinks is likely to cause injury or a health risk to themselves or others.

General Safety Rules

Conduct

Horseplay, 'practical jokes,' etc., are forbidden. Employees are required to work in an injury-free manner displaying accepted levels of behavior. Conduct that places the employee or others at risk, or which threatens or intimidates others, is forbidden.

Drugs and Alcohol

Use and/or possession of illegal drugs or alcohol on company property or on company time are forbidden. Reporting for work while under the influence of illegal drugs or alcohol is forbidden.

Housekeeping

You are responsible to keep your work area clean and safe. Clean-up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips/spills immediately, and putting equipment and tools away as you are finished with them.

The following areas must remain clear of obstructions:

- Aisles/exits
- Fire extinguishers and emergency equipment
- All electrical breakers, controls, and switches

Injury Reporting

All work-related injuries must be reported to your supervisor immediately. Failure to immediately report injuries can result in loss of Workers' Compensation benefits. After each medical appointment resulting from a work-related injury, you must contact your supervisor to discuss your progress. You must also give your supervisor any paperwork that you received at the appointment.

Line-Tec, INC. provides Transitional Return to Work (light duty) jobs for persons injured at work. Transitional work is meant to allow the injured or ill employee to heal under a doctor's care while she/he remains productive. Employees are required to return to work immediately upon release.

Off-Site Safety

a. Employees of Line-Tec, INC. are required to follow all off-site safety and security procedures during client visits.

b. If your client host does not advise you regarding safety hazards consider the following:
   - Emergency exit location(s);
   - Keep your eye on the path you are walking and avoid any tripping/slipping hazards. When on stairs maintain three point contact (hand on rail and feet on stairs);
   - When visiting construction sites, eye protection, hearing protection, and hard hats are required. This equipment will be in the possession of the Line-Tec, INC. employee and not provided by the client
   - Wear shoes that support your feet and are slip resistant.
   - Avoid clothing that is either constrictive or too loose; loose clothing be get caught in machinery or other equipment.

These rules are established to help you stay safe and injury free. Violation of the above rules, or conduct that does not meet minimum accepted work standards, may result in discipline, up to and including discharge.

When working at different locations, employees are required to follow the above rules, as well as all location rules and procedures, and work in a manner that reflects positively on the company. Before operating any equipment at a customer location, permission must first be secured from the customer contact.

The Company is committed to providing safety and health related orientation and training for all employees at all levels of the Company. The Company will maintain and support a program to educate and familiarize employees with safety and health procedures, rules, and safe work practices. The training subjects and materials have been developed using industry best practices criteria and site-specific data.

The training may include, but not be limited to the following:

1. Company specific accident and incident data
2. Hazards associated with the work area
3. Hazards associated with a specific job or task
4. Operation of specific equipment
5. Personal protective equipment
6. Emergency procedures
7. Employee accident reporting requirements
8. Return to work program
9. Any OSHA required training not included or addressed above

Periodic Inspections

It is the policy of our Company that workplaces are subject to periodic safety and health inspections to ensure implementation and execution of our policies and procedures as relates to employees, contractors, and vendors.

All employees are responsible for cooperating during these inspections and managers and supervisors are responsible for initiating corrective actions to improve items discovered during the walk-through inspection.

Incident Reporting

1. Any work-related injury or suspected injury must be reported immediately to your supervisor, Job Site Foreman and to Human Resources. An Incident form must be completed. Failure to promptly report an injury may result in disciplinary action.

2. Human Resources will issue a file/claim for the injured employee to take to the treating medical practitioner. The employee must return this form to Human Resources by the next business day.

3. After each practitioner appointment, the employee must report to his/her supervisor and Human Resources to review his/her progress.

4. Line-Tec, INC. provides light duty work for employees recovering from injury. Employees are required to return to light duty work immediately upon release.

5. An accident investigation will be conducted to determine the root cause of the accident. The injured employee will be asked to participate in the investigation.

It is our goal to prevent work-related injuries from happening. We are always concerned when one of our employees is injured or ill due to a work-related condition. We believe that such absences cost both Line-Tech, INC. and its employees. We want our injured employees to get the best possible medical treatment immediately to assure the earliest possible recovery and return to work.

Line-Tech, INC. has a workers' compensation program available for employees who have suffered work-related injuries. The program's administrator will determine, based upon their guidelines, whether you are eligible for wage loss or medical expenses under that program.

Line-Tech, INC. wants to provide meaningful work activity for all employees who become unable to perform all, or portions, of their regular work assignment. Thus, we have implemented a Return to Work program, which includes transitional or light duty work. The Return to Work program is temporary, not to exceed six months.

Employee Procedures

- All work-related injuries should always be reported immediately to your supervisor no later than the end of the shift on which the injury occurs.
- If a **post-accident drug screen** is not performed the **same day** as the injury, the employee will only be paid up to one hour while taking time out to have the drug screen sample collected.
- You must complete and sign a Report of Injury or Illness form.
- When medical treatment is sought, the injured employee must advise their supervisor that they are seeking treatment and obtain a Return to Work Evaluation form. Regardless of the choice of physicians, the Return to Work form must be completed for each practitioner visit. Line-Tech, INC. will not accept a general note stating that you are only to be off of work.
- Under this program, temporary light duty work is available for up to sixty (60) days (with a review of your progress every 30 days) while you are temporarily unable to work in your regular job capacity. Transitional or light duty work beyond sixty (60) days, up to a maximum of six (6) months, will be evaluated on a case-by-case basis.
- If you are unable to return to your regular job, but are capable of performing transitional duty, you must return to transitional duty. Failure to do so will result in your not being eligible for full disability benefits under the workers' compensation program, and may result in disqualification for certain employee benefits and, in some cases, be a basis for termination.
- Employees who are unable to work and whose absences Line-Tech, INC. approves must keep us informed on a weekly basis of their status. Failure to do so will result in a reduction in benefits available and discipline, up to and including termination from employment.
- If you are unable to return to your regular job or transitional duty, your absence must be approved under the Family Medical Leave Act (FMLA) program. For this purpose, you need to complete a Family Medical Leave Request form and submit it to the Human Resources Department. You must also have your practitioner complete both the Return to Work Evaluation form and Return to Work Request / Physician's Authorization form.
- Employees who are not eligible for leave under FMLA must return to light duty or regular work if at all possible. If you are unable to return to any available work, your job position may be filled after a reasonable time. When able to do so, you will be entitled to return to a suitable position, if available and consistent with any limitations. However, you must keep us regularly informed of your status and any changes in your condition.
- Employees must provide a Return to Work form indicating they are capable of returning to full duty. Permanent restrictions will be evaluated on a case-by-case basis and relate to the performance of essential job functions. No permanent light duty positions will be created.
- Cooperate with our third-party administrator and provide accurate and complete information as soon as possible so that you receive all benefits to which you are entitled. If you have problems or concerns, please contact your Job Site Foreman and the Human Resources Department.

General Emergency Guidelines

- Stay calm and think through your actions
- Know the emergency numbers:
- Fire/Police/Ambulance 911
- Internal Emergency Number 561-279-102
- Human Resources extension 207
- Operator "0"
- Know where the exits are located
- In the event of any emergency, do not take elevators, use the stairs
- Do not hesitate to call or alert others if you believe that an emergency is occurring, you will not "get in trouble."
- First aid supplies and emergency equipment are located break-room and all trucks for use by those who are authorized and properly trained

Evacuation

- Employees will be notified of a fire alarm either by the fire alarm system or by a paged announcement.
- Upon becoming aware of a fire alarm, employees should immediately evacuate the job site. Do not delay evacuation to get personal belongings or to wait for co-workers. Also, all doors should be closed as the last person passes through.
- Supervisors should be the last persons to leave the area. Check the job site to be sure that all personnel have evacuated.
- Any employee having mobility, visual, hearing, or other condition, which may hinder them from becoming aware of an emergency or evacuating, should request special assistance through Human Resources.
- Upon exiting the building, all personnel should report for a headcount.
- If any employee is missing, an immediate report should be made to the incident commander who will in turn report to the first available fire department officer.
- Employees should stay together in a group so that periodic updates on the situation can be issued.
- The order to re-occupy a job site or building will be issued by the incident commander.
- In the event of inclement weather, the incident commander will make arrangements for all personnel to move to shelter.

Fire Safety

- Alert other persons in the immediate hazard area.
- Activate a fire alarm or call [insert name] to page an emergency announcement.
- If you have been trained, you can decide to use a fire extinguisher following these instructions:

  -P=Pull the safety pin
  -A=Aim the nozzle at the base of the fire
  -S=Squeeze the operating lever
  -S=Sweep side to side covering the base of the fire

**When using a fire extinguisher always stay between the fire and an exit; stay low and back away when the fire is extinguished.*
**Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky or you are frightened, evacuate.*

- Have someone notify the incident commander of where the emergency is located. He/she will relay this information to the fire department.

Medical Emergency

- Upon discovering a medical emergency, call 911.
- Notify the supervisor and report the nature of the medical emergency and location.
- Stay with the person involved being careful not to come in contact with any bodily fluids.
- Send two persons (greeters) to the entrance to await the fire department. One person should call and hold an elevator car. Often two fire department units will arrive, so the second greeter should wait at the entrance to receive the second unit while the first greeter escorts the fire dept. personnel to the scene.
- Employees in the immediate vicinity of the emergency, but not directly involved, should leave the area.
- Human Resources will make any necessary notifications to family members of the person suffering the medical emergency

Severe Weather

- The supervisor will monitor a weather alert radio. If a severe weather report is issued, she/he will immediately page the following announcement: [insert announcement]. (This announcement will be repeated three times).
- Employees will shut down all equipment and will be instructed where to go for safety. The supervisor will take the weather radio with her/him. When the severe weather warning is cancelled, she/he will send runners to advise that it is safe to return to work areas. A general announcement will also be made.

FIRE DEPARTMENT: **Delray Beach Fire Rescue**

TELEPHONE: (561) 243-7400

POLICE DEPARTMENT: **Delray Police Department (Non Emergency)**

TELEPHONE: (561) 243-7800

EMERGENCY MEDICAL SERVICES (AMBULANCE)

TELEPHONE: **911**

HOSPITAL: **Delray Medical Center** 5352 Linton Boulevard, Delray Beach

TELEPHONE: (561) 498-4440

The Company does not tolerate harassment of our job applicants, employees, clients, guests, vendors, customers, or persons doing business with us. Any form of harassment related to an employee's race, color, sex, religion, national origin, age, citizenship status, veteran status, or handicap is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, or national origin; sexual advances; requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

Violation of this policy by an employee shall subject that employee to disciplinary action, up to and including immediate discharge.

Examples of conduct prohibited by this policy include but are not limited to:

- Unwelcome sexual flirtation, advances, or propositions;
- Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation;
- Explicit or degrading verbal comments about another individual or his/her appearance;
- The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
- Any sexually offensive or abusive physical conduct;
- The taking of or the refusal to take any personnel action based on an employee's submission to or referral of sexual overtures; and
- Displaying cartoons or telling jokes that relate to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.

Harassment of our employees in connection with their work by non-employees may also be a violation of this policy.

If you believe that you are being subjected to workplace harassment, you should:

1. Tell the harasser that his or her actions are not welcome and they must stop, if you feel comfortable enough to do so.
2. Report the incident immediately to your Manager, the Human Resources Manager, or the Employee Relations Department.
3. Report any additional incidents that may occur to one of the above resources.

Retaliation of any kind against an employee who reports a suspected incident of sexual harassment is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including termination.

- Any employee who feels that she/he has been threatened should immediately report their concern to the supervisor and to Human Resources.
- If any person is observed exhibiting threatening behavior or making threatening statements, the person discovering the situation should warn others in the area and immediately notify Human Resources and stay away from the person exhibiting threatening behavior.
- Depending upon the level of concern, the police department] (911) should be called immediately.
- Never attempt to confront any person exhibiting threatening behavior.

If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are urged to confidentially discuss the issue with Human Resources so that a prevention plan can be developed.

Access to Employee Exposure & Medical Records

Employees and former employees, who are, have been, or will be exposed to toxic substances or harmful physical agents, such as noise, can have access to exposure and medical records maintained by the Company upon request.

Vehicle Use Policy

To: All drivers of Line-Tec, INC.
Effective: 01/01/12

- This policy applies to:
  - Vehicles owned, leased, or rented to Line-Tec, INC...
  - Personally owned vehicles driven by employees on behalf of Line-Tec, INC...

The following policy has been established to encourage safe operation of vehicles, and to clarify insurance issues relating to drivers and Line-Tec, INC...

- All drivers must have a valid driver's license.
- Motor Vehicle Records will be checked periodically. Driving privileges may be suspended or terminated if your record indicates an unacceptable number of accidents or violations. Should your record fall into our insurance carrier's guidelines of an, 'unacceptable driver,' your employment may be terminated.
- Your supervisor must be notified of any change in your license status or driving record.

When operating your own vehicle for Line-Tec, INC. business:

- Your Personal Auto Liability insurance is the primary payer. Line-Tec, INC.'s insurance is in excess of your coverage.
- Line-Tec, INC. is not responsible for any physical damage to your vehicle. You must carry your own collision and comprehensive coverage.
- Report your mileage for expense reimbursement.

In the event of an accident:

- Take necessary steps to protect the lives of yourself and others.
- Comply with police instructions.
- Do not assume or admit fault. Others will determine liability and negligence after thorough investigation.
- Report the accident to Line-Tec, INC. as soon as possible.

By signing this document you are agreeing that you have read and understood the Vehicle Use policy, and will comply with it.

Employee's Signature _____ Date _____

Motor Vehicle Record (MVR) Grading Criteria [Last 3 Years]

The following chart serves as a guideline for evaluating an employee's Motor Vehicle Record (MVR). An employee with an MVR grade of "poor" will possibly not be insurable by our insurance carrier and could jeopardize their employment if they are unable to be insured. Note that any "major" violation is a "poor" score.

Minor Violations	Number of at-fault accidents			
	0	1	2	3
0	Clear	Acceptable	Borderline	Poor
1	Acceptable	Acceptable	Borderline	Poor
2	Acceptable	Borderline	Poor	Poor
3	Borderline	Poor	Poor	Poor
4	Poor	Poor	Poor	Poor
Any Major violation	Poor	Poor	Poor	Poor

Minor Violation	**Major Violations**
All moving violations not listed as a major violation.	▪ Driving under influence of alcohol/drugs ▪ Failure to stop/report an accident ▪ Reckless driving/speeding contest ▪ Driving while impaired ▪ Making a false accident report ▪ Homicide, manslaughter or assault arising out of the use of a vehicle ▪ Driving while license is suspended/revoked ▪ Careless driving ▪ Attempting to elude a police officer

Hazard Communication

1. All Line-Tec, INC. employees have a right to know what chemicals they work with, what the hazards are, and how to handle them safely.

2. Material Safety Data Sheets (MSDS) are documents provided by the supplier of a chemical. MSDS detail the chemical contents, associated hazards, and general safe handling guidelines. At Line-Tec, INC., the MSDS collection is located at [insert location]. Employees are free to utilize the MSDS as needed.

3. General rules for handling chemicals in an office environment are:
   - Read all label warnings and instructions.
   - Follow instructions for quantity. More is not better.
   - Minimize contact with chemicals. Use double layer cloths or gloves to protect your skin and keep your face clear of the area to reduce inhalation.
   - Always wash your hands after handling chemicals.
   - If a chemical enters your eye(s) immediately hold open the injured eye(s) and rinse it/them with clean, cool water for 15 minutes. Then be sure to report the injury immediately.
   - Any questions or concerns regarding chemicals should be reported to your Job Site Manager and Human Resources.

4. All chemical containers must be labeled to identify contents and hazards. Most labels use numbers to rank the hazard level in three important areas:
   - **FIRE** (red background color) - will the material burn?
   - **HEALTH** (blue background) - is the material dangerous to my body?
   - **REACTIVITY** (yellow background) - is the material dangerously unstable?

   After each hazard (Fire, Health, and Reactivity), a number from 1-4 will be assigned. The number reflects the degree (or amount) of hazard:

   -**0** Minimal

   -**1** Slight

   -**2** Moderate

   -**3** Serious

Bloodborne Pathogens

1. Blood and other bodily fluids can carry pathogens, which are capable of causing diseases in others. This includes HIV, which leads to AIDS and hepatitis.

2. Because we cannot tell by looking at a person if they are infected with a pathogenic disease, we must take precautions following an illness or injury when bodily fluids are released.

3. In the event of a person losing bodily fluids, stay away from the area and warn others to also do so. You can still stay close to the ill/injured person to support him/her, just be sure to stay out of contact any bodily fluids.

4. In the event that you find spilled bodily fluids, a syringe, or other medically contaminated materials, do not attempt clean up by yourself. Call Human Resources immediately for instructions.

Personal Protective equipment (PPE)

Inspect PPE prior to each use. Do not use damaged PPE. You are required to maintain and keep PPE clean.

Fire Prevention

1. Smoking is only allowed in designated exterior smoking areas.
2. No candles or open flames are allowed within the office facility.
3. Contractors performing hot work must contact Scott for approval.
5. Only space heaters provided by the company are approved for use within the facility. Employees using space heaters are responsible to turn the heater off when leaving their desk for extended periods of time (lunch, end of the workday, etc.).
6. No flammable chemicals are allowed inside the building at any time. If you feel that there is a work-related need to use a flammable chemical, contact the supervisor for guidance on Hazard Communication and fire safety.
7. Only trained and authorized employees are allowed to use a portable fire extinguisher in the event of an emergency.

Electrical Safety

1. With the exception of independently fused multi-tap cords for computers, extension cords are not allowed.
2. Keep electric cords out of areas where they will be damaged by stepping on or kicking them.
3. Turn electrical appliances off with the switch, not by pulling out the plug.
4. Turn all appliances off before leaving for the day.
5. Never run cords under rugs or other floor coverings.
6. Any electrical problems should be reported immediately.
7. The following areas must remain clear and unobstructed at all times:
    - exit doors,
    - aisles,
    - electrical panels, and
    - Fire extinguishers.

Lifting

1. Plan the move before lifting; ensure that you have an unobstructed pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back.
8. Keep your back straight.
9. Get a firm grip on the object using your hands and fingers? Use handles when they are present.
10. Hold the object as close to your body as possible.
11. While keeping the weight of the load in your legs, stand to an erect position.
12. Perform lifting movements smoothly and gradually; do not jerk the load.
13. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
14. Set down objects in the same manner as you picked them up, except in reverse.
15. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.
16. Never lift anything if your hands are greasy or wet.
17. Wear protective gloves when lifting objects that have sharp corners or jagged edges.

Ladders & Stepladders

1. Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads, or are otherwise visibly damaged.
3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
4. Do not place ladders in a passageway or doorway without posting warning signs or cones that detour pedestrian traffic away from the ladder. Lock the doorway that you are blocking with the ladder and post signs that will detour traffic away from your work.
5. Do not place a ladder at a blind corner or doorway without diverting foot traffic by blocking or roping off the area.
6. Allow only one person on the ladder at a time.
7. Face the ladder when climbing up or down it.
8. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down the ladder.
9. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder. Do not jump from ladders or step stools.
10. Do not stand on tables, chairs, boxes or other improvised climbing devices to reach high places. Use the ladder or stepstool.
11. Do not stand on the top two rungs of any ladder.
12. Do not stand on a ladder that wobbles, or that leans to the left or right of center.
13. When using a straight or extension ladder, extend the top of the ladder at least 3 feet above the edge of the landing.
14. Secure the ladder in place by having another employee hold it if it cannot be tied to the structure.
15. Do not move a rolling ladder while someone is on it.
16. Do not place ladders on barrels, boxes, loose bricks, pails, concrete blocks or other unstable bases.
17. Do not carry items in your hands while climbing up or down a ladder.

Housekeeping

1. Do not place materials such as boxes or trash in walkways and passageways.
2. Sweep up shavings from around equipment such as drill presses, lathes or planers by using a broom and a dust pan.
3. Mop up water around drinking fountains, drink dispensing machines and ice machines immediately.
4. Do not store or leave items on stairways.
5. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
6. Do not block the walking surfaces of elevated working platforms, such as scaffolds, with tools or materials that are not being used.
7. Straighten or remove rugs and mats that do not lie flat on the floor.
8. Remove protruding nails or bend them down into the lumber by using a claw hammer.
9. Return tools to their storage places after using them.
10. Do not use gasoline for cleaning purposes.
11. Use caution signs or cones to barricade slippery areas such as freshly mopped floors.

Office Safety

1. Do not work on any computer, typewriter, or other electrical office machines if your hands are wet, nor while standing on damp floors.
2. Never use carbon tetrachloride for typewriter cleaning.
3. Do not mount pencil sharpeners so that they protrude beyond the edges of desks or tables.
4. Do not stand on a swivel chair.
5. Do not raise the seats on swivel chairs beyond the point where your feet can touch the floor.
6. Do not compact material in the waste basket with your hands or your feet.
7. Do not use cardboard boxes as waste receptacles
8. Do not leave file drawers open; always use the handles to close them.
9. Do not stack file cabinets on top of one another.
10. Open one file cabinet drawer at a time.
11. Put heavy files in the bottom drawers of file cabinets.

Storeroom/Stockroom

1. Stack heavy or bulky storage containers on middle and lower shelves of the storage rack.
2. Do not stack boxes, cases, or packages of product above the number or height recommended by the supplier. Check with your manager if you are unsure.
3. Do not use razorblades, screwdrivers, or knives which were not supplied by the company to open boxes or cases.
4. Do not lift slippery or wet objects; use a hand truck.
5. Follow the safe handling instructions listed on the label of the container or listed on the corresponding Material Safety Data Sheet when handling each chemical stored in the stockroom.
6. Do not smoke while handling chemicals labeled "Flammable."
7. Do not store chemicals labeled "Flammable" near sources of ignition such as space heaters.
8. Do not handle or load any containers of chemicals if their containers are cracked or leaking.
9. Obey all safety and danger signs posted in the workplace.

Warehouse Safety

1. When stocking shelves by hand, position the materials to be shelved slightly in front of you, so you do not have to twist when lifting and stacking materials.
2. Visually inspect for sharp objects or other hazards before reaching into containers such as garbage cans, boxes, bags or sinks.
3. Remove or bend nails and staples from crates before unpacking the crates.
4. When cutting shrink wrap with a blade, always cut away from you and your co-workers.
5. Do not try to kick objects out of pathways. Push or carry them out of the way.
6. Do not let items overhang from shelves into walkways.
7. Move slowly when approaching blind corners.
8. Place heavier loads on the lower or middle shelves.
9. Remove one object at a time from shelves.
10. Place items on shelves so that they lie flat and do not wobble.

Loading Docks

1. Keep the forklift clear of the dock edge while vehicles are backing up to the dock.
2. Do not begin loading or unloading until the supply truck has come to a complete stop, the engine has been turned off, the dock lock has been engaged (if one is being used), and the wheels have been chocked.
3. Do not drive the forklift into the truck until the bridge or dock plate has been attached.
4. Do not drive the forklift into a truck bed or onto a trailer that has "soft" or loose decking or other unstable flooring.
5. Drive straight across the bridge plates when entering or exiting the trailer.
6. Use dock lights or headlights when working in a dark trailer.

Physical Threat Control Procedures

1. If you perceive the possibility of a physical threat, use emergency telephone number listed near the telephone.
2. If you perceive no immediate physical threat:
    a. Notify other staff members and have a stand-by to render assistance.
    b. State clearly who you are and what you can do to help.
3. If you perceive the possibility of severe physical injury:
    a. Assume a non threatening physical posture and voice tone.
    b. State in clear concise terms what you want the individual to do.
    c. State what you can do to help.
    d. Speak with authority.
    e. Make direct commands.
    f. Set a time limit. At the end of set time, seek assistance from a staff member.
4. If you are assaulted:
    a. Leave the area.
    b. Report assault to appropriate party(ies).
    c. Do not return alone. Bring assistance with you.
5. Breaking up an altercation:
    a. Do not attempt to break it up alone.
    b. Call for help from staff members or call security.
    c. Stay out of the immediate area.
    d. Wait for help from at least one other person. Do not intervene alone.

Robberies

1. Greet all customers that come into the store.
2. If an argument or fight breaks out on the premises, call the police and do not use physical force.
3. Do not be drawn outside the store for any reason.
4. Do not try to physically stop a shoplifter.
5. Keep the robbery as short as possible. Do not resist or argue with a robber.
6. Keep your hands visible at all times.
7. Warn the robber of the movements you are going to make such as reaching for a bag or opening the cash register.
8. Do not chase or follow the robber as he leaves; call the police.
9. Do not pull a weapon if you are being held up.

Knives/Sharp Instruments

1. When handling knife blades and other cutting tools, direct sharp points and edges away from you.
2. Cut in the direction away from your body when using knives.
3. Use a knife that has been sharpened; do not use knives that have dull blades.
4. Do not use knives that have broken or loose handles.
5. Do not use knives as screwdrivers, pry bars, can openers or ice picks.
6. Do not leave knives in sinks full of water.
7. Do not pick up knives by their blades.
8. Carry knives with their tips pointed towards the floor.
9. Do not carry knives, scissors or other sharp tools in your pockets or an apron unless they are first placed in their sheath or holder.
10. Do not attempt to catch a falling knife.
11. Store knives in knife blocks or in sheaths after using them.
12. Do not use honing steels that do not have disc guards.

Compactor Safety

1. Only authorized persons may operate the trash compactor.
2. Open the loading door and place empty cartons and other trash into the loading chute.
3. Do not load chemicals, flammable materials, or hazardous waste into the compactor.
4. Check the gauge frequently in order to ascertain when the compactor is full.
5. Make sure the loading door is closed and the interlocks are engaged before starting the compactor.
6. When the gauge registers as full, push the start button for the trash to be compacted.
7. Refer to proper lock out/tag out procedures before attempting to remove obstacles.
8. Never climb inside the compactor unit.

Machine Shop Safety

1. After making adjustments or repairs, replace the guards before starting machines.
2. Do not remove, alter or bypass any safety guards or devices when operating any piece of equipment or machinery.
3. Do not wear loose clothing or jewelry in the machine shop.
4. Contain long hair under a hat or hair net, regardless of gender.
5. Read and obey safety warnings posted on or near any machinery.
6. Do not try to stop a workpiece as it goes through any machine. If the machine becomes jammed, disconnect the power before clearing the jam.

Job-Specific Safety Precautions

Electrical Safety

1. When using an extension cord:
    a. Look to see that the wattage labeled on the tool, appliance, or equipment does not exceed the wattage limit labeled on the cord;
    b. Do not run the cord through doorways, holes in ceilings, walls or floors;
    c. Never remove, bend or modify any metal prongs on the plug of the cord;
    d. Do not use the cord under wet conditions;
    e. Do not plug one extension cord into another;
    f. Never drive over, drag, step on or place objects on a cord, or walk on it;
    g. Always unplug the cord when you have finished using it;
    h. Do not use the cord as a permanent power source.
2. When working on live circuits, use the tools that have the blue rubber handgrips, and that have the UL approval label on the tool; these tools are insulated.
3. When doing electrical work from a ladder, do not use a metal ladder.
4. Never connect a heating unit that has a wattage label reading in excess of 1500 watts into a utility 15-amp outlet.
5. Use the fuse handling equipment when removing or installing fuses where fuse terminals are energized.
6. Post the "Electrical Hazard" safety signs or symbols, or the accident prevention tags, to warn personnel of electrical hazards.
7. Wear your protective gloves and aprons, as well as your face protection when you are working in the battery service rooms.
8. Unplug the electrical cord before making any mechanical or electrical adjustments to the machine it is connected to.
9. Visually inspect light poles, stadium poles, and court poles for decay before climbing them. Do not climb any poles that are decayed.
10. Use your safety belt when climbing poles.
11. Wear your safety glasses when you are working with the drill.
12. When working in an area that has signs posted "High Voltage Area", wear your insulated gloves. If the gloves have cracks or "pin pricks", do not use the gloves

Machine Safety

1. Do not remove, alter or bypass any safety guards or devices when operating mechanical equipment such as mechanical power presses, press brakes, metal working lathes, radial arm saws, drills, horizontal mill, punch press, or when bending or forming materials.
2. Replace guards, before starting the machine, after making adjustments or repairing the machine.
3. Do not try to stop a workpiece as it goes through any machine. If the machine becomes jammed, disconnect the power before clearing the jam.
4. Do not wear loose clothing, jewelry or ties in the machine shop.
5. Read and obey safety warnings posted on or near any machinery.
6. Long hair must be contained under a hat or hair net, regardless of gender. Job-Specific Safety Precautions

Hazardous Materials Safety

1. Follow the instructions on the label and in the corresponding Material Safety Data Sheet (MSDS) for each chemical product used in your workplace.
2. Use personal protective clothing or equipment such as neoprene gloves, rubber boots, shoe covers, rubber aprons, and protective eyewear, when using chemicals labeled "Flammable," "Corrosive," "Caustic" or "Poisonous."
3. Do not use protective clothing or equipment that has split seams, pin holes, cuts, tears, or other signs of visible damage.
4. Each time you use your gloves, wash your gloves before removing them using cold tap water and normal hand washing motion. Always wash your hands after removing the gloves.
5. Before pouring, dispensing or transferring any liquid from a bulk container labeled "Flammable", observe the following safety procedure:
    a. Only use red color-coded, metal containers for transferring the liquid.
    b. Electrically ground and bond the containers as follows:
        (1) Attach the clip at one end of the grounding wire to the rim of the dispensing container and then attach the clip at the other end of the grounding wire to a ground source, such as a ground-driven steel stake.
        (2) Attach the clip at one end of the bonding wire to the rim of the dispensing container and then attach the clip at the other end of the bonding wire to the rim of the receiving container.
        (3) You are now ready to dispense the liquid from the bulk container into the opened receiving container. Upon completion, replace the lid on the receiving container and remove the bonding wire.
6. Do not use chemicals from unlabeled containers and unmarked cylinders.
7. Do not perform "hot work", such as welding, metal grinding or other spark producing operations, within 50 feet of containers labeled "Flammable" or "Combustible."
8. Do not drag containers labeled "Flammable."
9. Use a rubber cradle when transporting unpackaged, glass bottles of chemicals.
10. Do not store chemical containers labeled "Oxidizer" with containers labeled "Corrosive" or "Caustic."

Welding/Cutting/Brazing

1. Obey all signs posted in the welding area.
2. Do not leave oily rags, paper such as blueprints or other combustible materials in the welding, cutting or brazing area.
3. Do not perform "hot work," such as welding, metal grinding or other spark producing operations, within 50 feet of containers labeled "Flammable" or "Combustible."
4. Use the red hose for gas fuel and the green hose for oxygen.
5. Do not use worn, burned or cracked hoses.
6. Do not use oil, grease or other lubricants on the regulator.
7. "Blow Out" hoses before attaching the torch.
8. Ignite torches with friction lighters only. Do not use a cigarette lighter.
9. Do not change electrodes with bare hands; use dry rubber gloves.
10. Bleed oxygen and fuel lines at the end of the work-shift.
11. Do not wear contact lenses when welding.
12. When welding, wear a welding helmet with filter plates and lenses, welding gloves, a long sleeve shirt, long pants, and an apron.
13. Wear clothing made of cotton, wool, or non-synthetic fibers. Wear long sleeve shirts, long pants, boots, and gloves.
14. Use the welding screen to shield other employees from flying slag and intense light.
15. Before welding place the floor fan behind you to keep welding fumes away from your face.
16. Do not use a torch on any container that is labeled "Flammable" or "Combustible."

Hand Tool Safety

1. Do not continue to work if your safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.
2. Tag worn, damaged or defective tools "Out of Service" and do not use them.
3. Do not use a tool if the handle surface has splinters, burrs, cracks or splits.
4. Do not use impact tools such as hammers, chisels, punches or steel stakes that have mushroomed heads.
5. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
6. Do not carry sharp or pointed hand tools such as screwdrivers, scribes, chisels or files in your pocket unless the tool or your pocket is sheathed.
7. Do not perform "make-shift" repairs to tools.
8. Do not throw tools from one location to another or from one employee to another.
9. Transport hand tools only in tool boxes or tool belts. Do not carry tools in your hand or clothing when climbing.

Forklift Safety

1. Only employer authorized personnel may operate forklifts.
2. Do not exceed the forklift lift capacity (Refer to the lift capacity plate on the forklift).
3. Follow the manufacturer's guidelines concerning changes in the lift capacity before adding an attachment to a forklift.
4. Lift the load an inch or two to test for stability: If the rear wheels are not in firm contact with the floor, take a lighter load or use a forklift with a higher lift capacity.
5. Do not raise or lower a load while you are in route. Wait until you are in the loading area and have stopped before raising or lowering the load.
6. After picking up a load, adjust the forks so that the load is tilted slightly backward for added stability.
7. Drive with the load at a ground clearance height of 4-6 inches at the tips and 2 inches at the heels in order to clear most uneven surfaces and debris.
8. Drive at a walking pace and apply brakes slowly to stop when driving on slippery surfaces such as icy or wet floors.
9. Approach railroad tracks at a 45 degree angle.
10. Do not drive over objects in your pathway.
11. Do not drive into an area with a ceiling height that is lower than the height of the mast or overhead guard.
12. Steer wide when making turns.
13. Do not drive up to anyone standing or working in front of a fixed object such as a wall.
14. Do not drive along the edge of an unguarded elevated surface such as a loading dock or staging platform.
15. Obey all traffic rules and signs.
16. Sound the horn when approaching blind corners, doorways or aisles to alert other operators and pedestrians.
17. Do not exceed a working speed of five miles per hour and slow down in congested areas.
18. Stay a minimum distance of three fork truck lengths from other operating mobile equipment.
19. Drive in reverse and use a signal person when your vision is blocked by the load.
20. Look in the direction that you are driving; proceed when you have a clear path.
21. Do not use bare forks as a man-lift platform.
22. Do not load pallets of wood that are not banded on to the forklift.
23. Do not drive the forklift while people are on an attached aerial lift platform.
24. Drive loaded forklifts forward up ramps and in reverse when driving down a ramp.
25. Drive unloaded forklifts in reverse when going up a ramp & forward when going down a ramp.
26. Raise the forks an additional two inches to avoid hitting or scraping the ramp surface as you approach the ramp.
27. Do not attempt to turn around on a ramp.
28. Do not use "Reverse" to brake.
29. Lower the forks completely, turn off the engine and set the parking brake before leaving your forklift.

Hand Truck Safety

1. When loading hand trucks, keep your feet clear of the wheels.
2. Do not exceed the manufacturer's load rated capacity. Read the capacity plate on the hand truck if you are unsure.
3. Place the load so that it will not slip, shift or fall. Use the straps, if they are provided, to secure the load.
4. For extremely bulky or pressurized items, such as gas cylinders, strap or chain the items to the hand truck.
5. Tip the load slightly forward so that the tongue of the hand truck goes under the load.
6. Push the tongue of the hand truck all the way under the load that is to be moved.
7. Keep the center of gravity of the load as low as possible by placing heavier objects below the lighter objects.
8. Push the load so that the weight will be carried by the axle and not the handles.
9. If your view is obstructed, ask a spotter to assist in guiding the load.
10. Do not walk backward with the hand truck, unless going up ramps.
11. When going down an incline, keep the hand truck in front of you so that it can be controlled at all times.
12. Move hand trucks at a walking pace.
13. Store hand trucks with the tongue under a pallet, shelf, or table.

Compressed Gas Cylinders – Storage & Handling

1. Do not use power equipment or tools on which you have not been trained.
2. Keep power cords away from the path of drills, saws, vacuum cleaners, floor polishers, mowers, knives, and grinders.
3. Do not use cords that have splices, exposed wires, or cracked or frayed ends.
4. Do not carry plugged in equipment or tools with your finger on the switch.
5. Do not carry equipment or tools by the cord.
6. Disconnect the tool from the outlet by pulling on the plug, not the cord.
7. Turn the tool off before plugging or unplugging it.
8. Do not leave tools that are "On" unattended.
9. Do not handle or operate electrical tools when your hands are wet or when you are standing on wet floors.
10. Do not operate spark inducing tools such as grinders near containers labeled "Flammable".
11. Turn off the electrical tool and unplug it from the outlet before attempting repairs or service work. Tag the tool "Out of Service".
12. Do not use extension cords or other three pronged power cords that have a missing prong.
13. Do not use an adapter such as a cheater plug that eliminates the ground.
14. Do not run extension cords through doorways, through holes in ceilings, walls or floors.
15. Do not drive over, drag, step on or place objects on a cord.
16. Do not use a power hand tool while wearing wet cotton gloves or wet leather gloves.
17. Never operate electrical equipment barefooted. Wear rubber-soled or insulated work boots.

Line-Tec, INC. is firmly committed to your safety. We will do everything possible to prevent workplace accidents and are committed to providing a safe working environment for you and all employees. We value you not only as an employee but also as a human being critical to the success of your family, the local community, and Line-Tec, INC.. You are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and Line-Tec, INC. policies and procedures. Failure to comply with these policies may result in disciplinary actions. Respecting this, Line-Tec, INC. will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, Line-Tec, INC. subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.

2. Safety and Health controls are a major part of our work every day.

3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds Line-Tech, INC. in higher regard with customers, and increases productivity. This is why Line-Tec, INC. will comply with all safety and health regulations which apply to the course and scope of operations.

4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of Line-Tec, INC. is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.

5. Employees are responsible for following safe work practices, company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions, and assistance from employees where safety and health are concerned.

6. Management and supervisors of Line-Tec, INC. will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, management must monitor the company's safety and health performance, working environment, and conditions to ensure that program objectives are achieved.

7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at Line-Tec, INC. must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries and keep each other safe and healthy in the work that provides our livelihood.

By signing this document, I confirm the receipt of Line-Tec, INC.'s employee safety handbook. I have read and understood all policies, programs, and actions as described, and agree to comply with these set policies.

Employee Signature _____ Date _____

The City of Boynton Beach

Finance/Procurement Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: **MARCH 18, 2019**
BID TITLE: **BACKFLOW PREVENTION DEVICE INSPECTION, TESTING AND REPAIR SERVICES**
BID NO.: **020-2821-19/IT**

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern. Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The bid opening date remains as March 25, 2019 at 2:30 PM. The location remains unchanged.
2. **Standard Details W-18 and W-19 are added to the Invitation to Bid and hereby attached as Attachment 1.**
3. The following questions were submitted prior to the deadline and are hereby responded to below:

Q1: What size and type backflows are we talking about?
A1: Refer to page 14, Testing and Certification, Part D. The majority of the backflow preventers range from 3/4" to 2"; however there are some larger units up to 8" in size and larger.

Q2: Location of backflows (in boxes or above ground)?
A2: The majority of backflow preventers are above ground, and some are in boxes.

Q3: Are there any fire backflows?
A3: The testing may include some fire backflow preventers.

Q4: Installation requirements (spec sheet)?
A4: Refer to the attached Standard Details W-18 and W-19 for typical backflow installation requirements.

Q5: Where can we locate previous contracts to give a comparable bid?
A5: Please see attached tabulation from previous Bid No. 033-2821-15/JMA.

Q6: How to receive test reports (email, paper, drop off, or digital)?
A6: The selected contractor will receive hard copy work orders from Utilities for testing backflow devices. Completed test reports by the contractor shall be dropped off (hard copy) at Utilities.

Q7: Are these residential or commercial or both?
A7: Both residential and commercial.

Q8: How are the clients notified?
A8: Refer to page 14, Backflow Prevention Devices on Private Property Not Owned By The City, Part A. The City sends letters to the customers.

Q9: Are there any reclaim areas?
A9: No.

Q10: Is there a permit that we would have to pull for these backflows, and if so what would be that cost?
A10: Refer to page 16, Permits and Fees. The contractor shall pay the permit fees and include the cost of the permit fees in the pricing for reimbursement by the City.

Q11: Will there be more then 600 Backflows to do?
A11: Per page 14, Testing and Certification, Part A., the estimated amount is approximately 50 tests per month for a total of approximately 600 per year. The actual amount may vary and the City does not guarantee a minimum or maximum amount.

Q12: Is there bond for this contract?
A12: No, there are no bonding requirements for this solicitation.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration

cc: Finance/Procurement

The City of
Boynton Beach

Finance/Procurement Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 1

BACKFLOW PREVENTION DEVICE INSPECTION, TESTING AND REPAIR SERVICES
BID NO.: 020-2821-19/IT

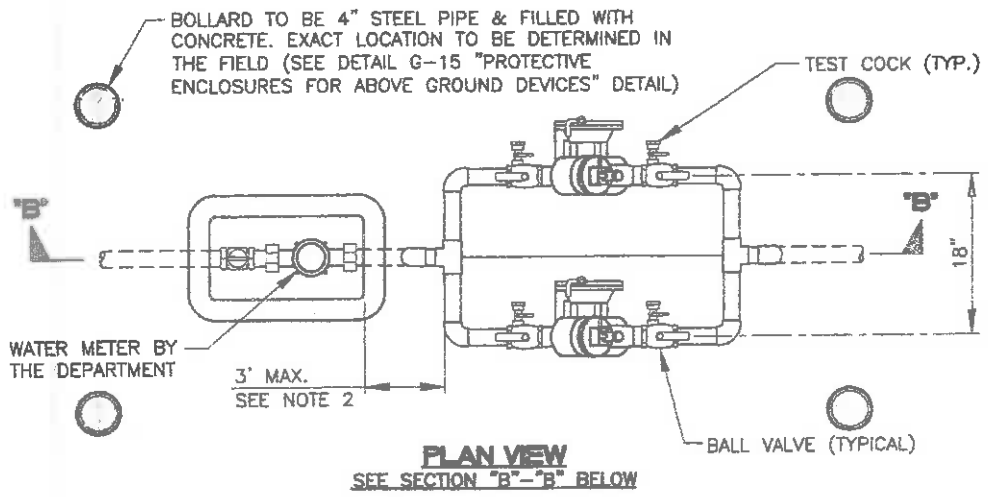
RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Scott Ellsworth
PRINT NAME OF REPRESENTATIVE

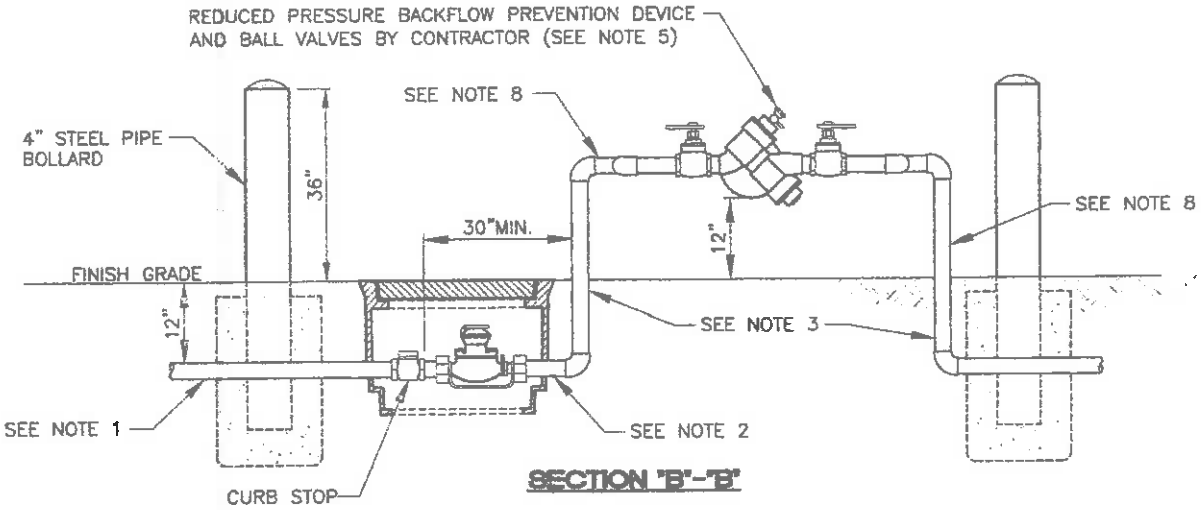
SIGNATURE OF REPRESENTATIVE

Linz-Tec Inc
NAME OF COMPANY

3/21/19
DATE



PLAN VIEW
SEE SECTION "B"-"B" BELOW



SECTION "B"-"B"

NOTES:

1. TYPE "K" COPPER TUBING (SOFT DRAWN) OR POLYETHYLENE TUBING SDR 9 COPPER TUBE SIZE.
2. THE DISTANCE BETWEEN THE METER & BACKFLOW PREVENTER SHALL BE A MAXIMUM OF 3 FEET.
3. BOTH RISERS SHALL BE TYPE "K" COPPER TUBING (HARD DRAWN) WITH COPPER/BRASS SOLDER FITTINGS AND ADAPTERS. ONLY LEAD FREE SOLDER AND FLUX SHALL BE PERMITTED.
4. BOTH 1-1/2" AND 2" ANGLE METER STOPS SHALL BE EQUIPPED WITH LOCKING CAPS AND METER FLANGES.
5. APPROVED BACKFLOW PREVENTION DEVICES NOTED IN APPENDIX EXHIBIT "D" – SHOP SPECIFICATIONS.
6. WHEN THE DEVICE IS INSTALLED PARALLEL TO A BUILDING WALL THERE SHALL BE A MIN. OF 6" BETWEEN THE EDGE OF THE DEVICE AND THE BUILDING WALL.
7. BACKFLOW PREVENTION DEVICE SHALL BE EQUIPPED WITH BALL VALVES IN LIEU OF GATE VALVES.
8. EACH BACKFLOW PREVENTION DEVICE SHALL BE SUPPORTED BETWEEN 90° BEND AND UNION WITH STAINLESS STEEL UNISTRUT. RISERS TO BE SECURED TO UNISTRUT WITH STAINLESS STEEL (304) MOUNTING HARDWARE AND NEOPRENE INSULATORS BETWEEN ALL DISSIMILAR METALS. ONE UNISTRUT PER BACKFLOW.
9. PASSING TEST REPORT MUST BE SUBMITTED WITHIN TEN (10) BUSINESS DAYS AFTER WATER IS SUPPLIED. FAX TO 561-742-6298

Y:\Map and Drawings from Share Drive\CBB Revised Standards in Layouts\W Water Service Details - Sheets 1-26\Water Details18.dwg

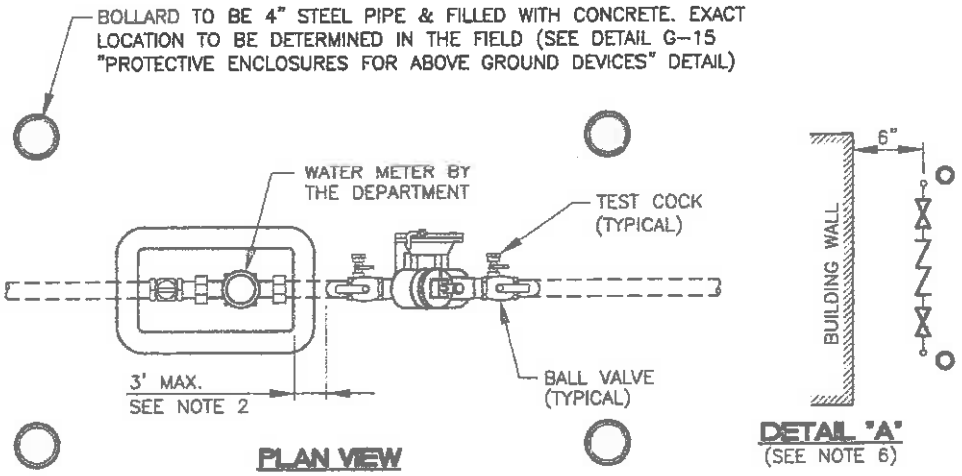
UTILITIES ENGINEERING DIVISION

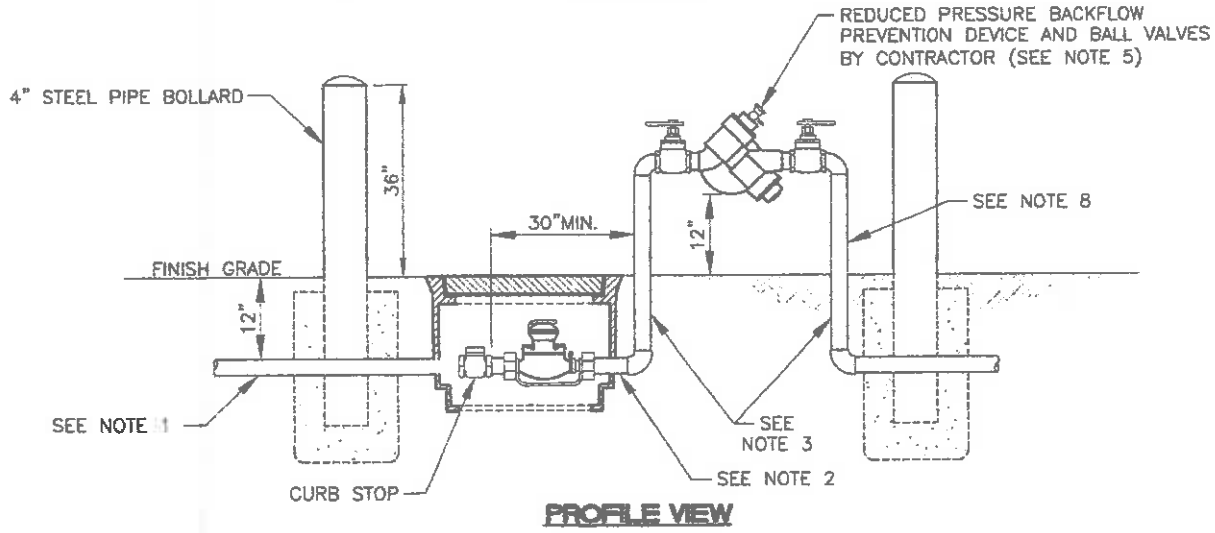
BOYNTON BEACH UTILITIES DEPARTMENT CONSTRUCTION STANDARDS & DETAILS

DUAL BACKFLOW DEVICE FOR 3/4" TO 2" WATER METERS

NOT TO SCALE | EFF. DATE 11/18

PAGE NUMBER W-19





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BID TAB SHEET
BID TITLE: BACKFLOW PREVENTION DEVICE INSPECTION, TESTING AND REPAIR

BID DUE DATE: March 4, 2015
BID DUE TIME: 2:30 P.M.
BID No.: 033-2821-15/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	LINE-TEC INC. 241 NW 18th Avenue Delray Beach, FL 33444 Tel: (561) 279-1032 Fax: (561) 2791044 E-mail: scott@linetecinc.com Contact: Scott Ellsworth		
ORIGINAL AND THREE (3) COPIES SUBMITTED	YES		
BIDDER ACKNOWLEDGEMENT SUBMITTED	YES		
BID FORM SUBMITTED (TWO PAGES)	YES		
SCHEDULE OF BID PRICE - ITEM 1.	**$31.94/PER UNIT**		
ITEM 2. - LABOR COST FOR REPAIR AND REPLACEMENT (HOURLY)	**$95.00**		
ITEM 3. - PERCENT DISCOUNT OFF MANUFACTURERS' PRICE LIST	**5%**		
BIDDER'S QUALIFICATION STATEMENT SUBMITTED	YES		
SCHEDULE OF SUBCONTRACTORS SUBMITTED	YES/NONE		
ACKNOWLEDGEMENT OF ADDENDA ***None Issued***	YES/NONE		
NON-COLLUSION AFFIDAVIT SUBMITTED	YES		
ANTI-KICK BACK AFFIDAVIT SUBMITTED	YES		
CONFIRMATION OF MINORITY-OWNED BUSINESS SUBMITTED	YES/NOT A MINORITY OWNED BUSINESS		
CONFIRMATION OF DRUG-FREE WORKPLACE SUBMITTED	YES		

BID TAB SHEET
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SAFETY PROGRAM COMPLIANCE SUBMITTED	YES		
SAFETY MANUAL SUBMITTED	YES		
WARRANTIES SUBMITTED	YES		
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT SUBMITTED	YES		
LICENSES (PLUMBING, CROSS-CONNECTION CERTIFICATION) SUBMITTED	YES		
REFERENCES SUBMITTED (SEE BIDDER'S QUALIFICATION STATEMENT - ITEM NO. 8	YES		
COMMENTS			

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Approve the rankings as recommended by the Evaluation Committee and authorize City Staff to conduct negotiations with the top four (4) ranked proposers in response to the RFQ No. UTL22-013 Request for Qualifications for Professional Survey and Mapping Services and in accordance with Florida Statute 287.055, otherwise known as the Consultants' Competitive Negotiation Act (CCNA). After negotiations, the contracts will be brought back to the Commission for approval.

Explanation of Request:
The City issued a Request for Qualifications on February 15, 2022, seeking qualified and licensed firms for surveying and mapping services to include Right-of-Way Surveys; Horizontal and Vertical Geodetic Control Surveys; Canal and Embankments Cross-Sections and Profiles; Boundary Surveys, Hydrographic Surveys; Topographic Surveys; Construction Layout Surveys; Plat Review and other surveying and mapping services as outlined in the RFQ.

On March 16, 2022, pursuant to the Consultants' Competitive Negotiation Act (CCNA), Procurement Services received fourteen (14) responses to this Request for Qualifications for Professional Survey and Mapping Services. The responses were reviewed and evaluated by the Ranking Committee. Two Public Selection Committee Meetings were held on Thursday, May 5, 2022, and Tuesday, May 10, 2022, for the Committee to discuss and rank each proposal.

On June 8, 2022, the Selection Committee conducted interviews / presentations with the shortlisted top four proposers to re-score and re-rank the proposals which resulted in the ranking listed below.

FIRM	SCORE (MAXIMUM - 100)	RANKING
Whidden Surveying and Mapping, Inc.	88.50	1
Engenuity Group, Inc.	84.17	2
Avirom & Associates, Inc.	80.17	3
Caulfield & Wheeler, Inc.	71.50	4

At the publicly noticed Final Selection Committee Meeting held on June 8, 2022, the committee unanimously voted to accept the final ranking and recommended by consensus to prepare an agenda item to City Commission to request approval of the ranking and authorization to proceed in negotiating contracts based on established hourly rates with the top four (4) ranked proposers. After successfully negotiating the contracts for hourly rates for the services as outlined in the RFQ, approval for the contracts will be requested from City Commission.

How will this affect city programs or services?
By establishing surveying and mapping contracts with the four highest ranked professional consultants, the City is able to secure the required services without utilizing the General Consulting Services contract and incurring additional expenses in the form of mark-up fees from the awarded consultants subcontracting the surveying and mapping services to sub-consultants.

The contracts for these services may be utilized by other City Departments requiring surveying services.

Fiscal Impact: There is no direct fiscal impact as a result of this approval; contracts between the City and the selected firms will be submitted to Commission for approval.

Alternatives:
Not approve the selected firms and utilize the General Consulting Services Contracts with awarded firms who add a mark-up fee to the sub-consultants quote for surveying services.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Attachments:

	Type	Description
🗋	Attachment	Request for Qualifications (RFQ) No. UTL22-014 for Professional Survey and Mapping Services
🗋	Tab Sheets	Proposal Compliance Tabulation - RFQ No. UTL22-014 Professional Survey and Mapping Services
🗋	Tab Sheets	Evaluation Score Summary- Part 1 Initial Ranking - RFQ No. UTL22-014 Professional Survey and Mapping Services
🗋	Tab Sheets	Interviews / Presentations Shortlisted Evaluation Scores Summary - Final Ranking - RFQ No. UTL22-014 Professional Survey and Mapping Services
🗋	Attachment	Whidden Survey & Mapping, Inc. - Proposal
🗋	Attachment	Avirom & Associates, Inc. - Proposal
🗋	Attachment	Engenuity Group, Inc. - Proposal
🗋	Attachment	Caulfield & Wheeler, Inc. - Proposal

REQUEST FOR QUALIFICATIONS (RFQ)
FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES

RFQ No. UTL22-014

CITY OF BOYNTON BEACH
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

ONLINE SUBMISSION ONLY

Boynton-beach.bidsandtenders.net

RFQ OPENING DATE: MARCH 16, 2022
RFQ CLOSING TIME: NO LATER THAN 2:30 P.M.

THE DEADLINE FOR QUESTIONS CONVERNING THIS RFQ
MARCH 6, 2022 @ 2:30 P.M.

REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES

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Submittal of General Information, Procurement Forms, and Documents
To be Completed and Uploaded Online

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- Proposer's Qualification Form Statement ..... 24 - 28
- Anti-Kickback Affidavit 29
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- Certification Pursuant to Florida STATUTE § 287.135 ..... 31 -32
- E-Verify Form 33-34

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- Draft Contract Agreement ..... …C-1 – C-7

Attachments

- Insurance Advisory Form – Attachment "A" .....
- Sample Performance Evaluation Questionnaire - Attachment "B" .....

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES
RFQ # UTL22-014

Electronic Requests for Qualifications (RFQ's) shall be received by the bidding system up until **March 16, 2022; No Later Than 2:30 P.M. (Local Time).**

All RFQ's received will be publicly opened and acknowledged of receipt. RFQ's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that sufficient time to complete your online Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF SERVICES:

This RFQ will be utilized by the City to develop a listing of Professional Surveying and Mapping firms licensed in the State of Florida to perform a variety of surveying and mapping services for the City on an as-needed basis through purchase order contracts as outlined herein.

ELIGIBILITY:

A. Proposers will be eligible to respond to this Request for Qualifications if the proposing firms demonstrate that they or the principals assigned to this project have successfully completed services similar to those specified in the Scope of Services of this RFQ.
B. Proposers must include as a part of the RFQ submittal, sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFQ.

Selection of three (3) qualified Professional Surveyor Consultants will be conducted in accordance with the requirements of Florida Statutes § 287.055 "Competitive Consultants Negotiations Act." (CCNA).

NO BID CONFERENCE or SITE INSPECTION is scheduled.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County

Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract rejects all bids or responses or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.07, sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.
Questions related to this RFQ are to be submitted to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

CITY OF BOYNTON BEACH

PROFESSIONAL SURVEY AND MAPPING SERVICES

RFQ No.: UTL22-014

SECTION 1 - DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

1.1 **City or Owner:** The City of Boynton Beach, Florida

1.2 **Contract/Purchase Order:** The written agreement entered into between the City and the awarded Proposer.

1.3 **Evaluation/Selection Committee:** City Staff and /or outside consultants assigned to evaluate the submitted proposals.

1.4 **Procurement Services:** The Procurement Services Division-Department of Finance of the City of Boynton Beach.

1.5 **Proposer:** Any individual, firm, or corporation submitting a response for this project, acting directly or through a duly authorized representative.

1.6 **"Provider", "Bidder", "Contractor", "Consultant", "Successful Proposer", "Vendor", or "Firm":** The Proposer(s) awarded as a result of this Request for Qualification (RFQ). Said terms may be used interchangeably while retaining the same meaning.

1.7 **Qualifications/Proposal, Proposals, Responses, or Submissions:** Shall refer to any Offer(s) submitted in response to this Request for Qualification (RFQ).

1.8 **RFQ:** Request for Qualification.

1.9 **Subcontractor:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the work or services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

1.10 **Task Order, Work Order, Project, Services, or Program:** All matter that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFQ.

SECTION 2 –SCOPE OF SERVICES AND PROJECT INFORMATION

2.1 BACKGROUND:

The City of Boynton Beach's (the "City") mission is to serve the residents by managing its resources for the benefit of the community, business, and visitors, as well as, balancing the needs of the present generations with those of future generations. Equally important elements of this stewardship are the facilitation of City progress, the conservation and development of community services, the protection and improvement of existing infrastructure, the mitigation of impacts from natural disasters, and the restoration and preservation of natural resources. This mission encompasses broad responsibilities and represents a large spectrum of activities and specializations.

The demand for surveying services due to legal mandates, new infrastructure implementation, improvement projects, and the need to maintain existing facilities exceeds the capacity that can be generated by existing City staff. The City will solicit proposals in order to establish a set of contracts to assist City staff in completing a number of required tasks in support of these programs.

2.2 GOAL:

The purpose of this RFQ is to solicit technical proposals from Professional Surveying and Mapping firms licensed in the State of Florida and possessing the required expertise to perform various types of surveying and mapping work for the City on an as-needed basis through work order contracts.

2.3 TERM OF THE PROJECT

Multiple contracts will be awarded for a three (3) year period starting from the award date, with an option for two (2), one (1) year renewal periods.

2.4 SCOPE OF SERVICES TO BE PERFORMED:

The selected firm(s) for surveying and mapping services shall be Florida licensed surveying firm(s). All professional services shall be performed under the direction of a Professional Surveyor and Mapper licensed with the State of Florida who possesses the required expertise to perform the various types of survey tasks listed in this statement of work. Purchase order contracts will be issued to the awarded Consultant.

Work orders shall be issued by the City on an as-needed basis. To the extent practical, work orders will be rotated among the awarded Consultant. At the time each service requirement is identified, a detailed statement of work and project schedule will be provided to the Consultant. The Consultant shall then provide a detailed level of effort, project, and staffing schedule that conforms to the specific project and schedule requirements. A firm fixed price for that effort will be negotiated based

on the pre-determined rate schedule (hourly labor rates and/or unit pricing) included in the contract at the time of contract execution. Depending on the nature of the project, some work orders may be billable on a time and materials basis subject to completion of designated milestones and documentation of hours expended. Payment in all cases will be subject to successful completion of tasks and City acceptance of deliverables and/or project milestones.

Project locations may be anywhere within the City's boundary and shall be detailed in work orders issued under the Contract.

No work is authorized until such time as a work order is fully executed by the Parties. Any work provided under a revision or amendment to a work order is not authorized until the amendment is fully executed by the Parties. No minimum quantity of work orders is guaranteed.

Upon completion of each work order, the City's project manager will prepare performance evaluations which will be documented and shared with the Consultant. The City will maintain a history of project performance for each Consultant which will become an important factor in the consideration of future work order awards.

Consultants awarded work orders shall:

- Provide timely delivery of services and resources;
- Screen employees for work orders to ensure they meet required qualifications and check references before recommending to City;
- Supervise consulting and sub-consulting staff; oversee their work and performance;
- Manage the project (timelines, budget, deliverables, contingencies) and track the progress;
- Quality assure all deliverables; ensure written reports are polished and coherent;
- Communicate regularly with City Work Order Project Managers.

All work will normally be performed by the Consultant at an off-site location (not in the City's offices). The Consultant will be required to provide their own equipment.

Under extenuating circumstances, the City may require that work scope be performed at City offices: on-site work orders will be determined on a case-by-case basis. In these cases, the Consultant will be provided with space at a City office for the duration of the work order.

2.5 WORK BREAKDOWN STRUCTURE:

The Consultant's work may include, but shall not be limited to, providing all professional services necessary to perform the following surveying tasks:

- Right-of-Way surveys
- Horizontal and vertical geodetic control surveys
- Canal and embankments cross-sections and profiles
- Boundary surveys
- Topographic surveys
- Specific Purpose surveys
- Hydrographic surveys
- Construction layout surveys
- As-built surveys
- Quantity surveys
- Easements

- Legal descriptions and sketch of description
- ALTA surveys
- Field reconnaissance
- Underground utility detection
- Plan review services including plat review per F.S. Chapter 177
- Professional surveying and mapping review services

2.6 DELIVERABLES:

Deliverables shall be submitted by the Consultant as delineated in the Statement of Work for each work order. The deliverables shall be submitted on or before the date provided in the Schedule of Tasks and Deliverables. The City shall review, comment, reject and/or approve the deliverable as being acceptable.

2.7 TIME SCHEDULE AND TIME FRAMES:

Schedules shall be included in detailed work orders issued under the Contract and shall be based on the number of continuous calendar days following the work order execution date to complete specific tasks of the project. If the City reviews and comments are necessary to proceed with a task, then a specified City review time shall be included in the schedule.

2.8 PROJECT LOCATIONS:

Project locations may be anywhere within the City's boundary and shall be detailed in work orders issued under the Contract.

SECTION 3 – INSTRUCTION TO PROPOSERS

1. Electronic Request for Qualification shall be received by the City's e-Procurement bidding system no later than **MARCH 16, 2022 No Later Than 2:30 PM (Local Time).**

2. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Bidder to have their RFQ submittal submitted online.

3. Proposers shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

4. It is the responsibility of the Proposer to have received all Addenda that are issued. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the RFQ closing time and date in the event, additional addenda are issued.

5. To obtain documents online please visit Boynton-beach.bidsandtenders.net. You may preview the RFQ documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.

6. ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions are not permitted.

7. Proposers are cautioned that the timing of their Submittal Submission is based on when the Submittal is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

8. For the above reasons, it is recommended that sufficient time to complete your RFQ Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

9. Proposers should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proposer advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

10. Late Submittal Responses are not permitted by the Bidding System.

11. To ensure receipt of the latest information and updates via email regarding this request for qualification, or if a Proposer has obtained this Solicitation from a third party, the responsibility is on the Proposer to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.

12. All expenses for making SUBMITTAL responses to the City are to be borne by the Proposer.

13. A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Request for Qualification for review. The City reserves the right to modify the contract language prior to execution. The actual scope of services and consulting fees will be negotiated following selection of the top firm(s).

14. Each Proposer, by submission of a proposal response, acknowledges that in the event of any legal action challenging the award of a BID or RFQ; damages, if any, shall be limited to the actual cost of the preparation of the PROPOSER.

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SECTION 4 – PROPOSAL SUBMISSION REQUIREMENTS

4.1 SUBMISSION OF PROPOSALS

A. **General Requirements.** The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this Request for Qualifications. As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Technical Proposal should demonstrate the qualification of the Firm and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the Request for Qualifications requirements.

The selected Firms shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Firm will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFQ.

B. **Certification and Licenses.** Proposers must include with their Proposals, copy(ies) of all applicable certificates and licensing or business permits related to the Work specified herein.

C. **Detailed Proposal.** The detailed Proposal sections set forth in Section 4 of this Request for Qualifications shall be completed online through the e-procurement bidding system.

1. Letter of Interest

The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.

2. Firm's Qualifications

a) Complete and submit Proposer's Qualification Statement, herein.
b) Describe the Firm and provide a statement of the Firm's qualifications for performing requested consulting services. Identify the services which would be completed by your Firm's staff and those that would be provided by sub-Consultants, if any. Identify any sub-Consultants you propose to utilize to supplement your Firm's staff.
c) If the Principal Place of Business is different than the location specified in the Proposer's Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.

3. Qualifications of Project Team, (key project members) and availability of specialty resources.

Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

a) An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key project members".

b) Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project.

c) Sub-Consultant firms and key personnel from these firms shall be clearly identified. Proposers are to recognize that the City will not allow substitution of key project members during the Contract period without the agreement of the City.

d) Availability location and workload of the proposed team including:
   1. Current project work listing and remaining labor commitments
   2. Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time.
   3. Projected workload of project management activities as defined in the scope of services.
   4. Identification of any sub-Consultant firms providing significant services that may be assigned more than five (5%) of the work.

4. Approach, demonstrated skill set, and innovative ideas that will be used to address the Scope of Work

   The response should include detailed information that demonstrates the proposer's understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for cost-effectiveness, creativity, and innovation of the proposed approach and comprehensive utilization of proposed personnel and equipment to meet deliverables.

   The Project Approach and Work Plan shall demonstrate an understanding of but is not limited to, such items as:

   - Topographic surveys,
   - Sketch & descriptions,
   - Preparation of easements,
   - Record as-built surveys,
   - Specific purpose surveys,
   - GPS surveys,
   - Laser scanning
   - Construction layout,
   - Ability to meet required time frames
   - Utilization of existing data or management systems
   - Web/Cloud-based solution platforms

5. References – Past Performance

   Provide three (3) governmental agencies references for similar professional surveying services contracts for which the Proposer has completed or are in progress within the past three (3) years with the following information: 1) Name of Agency, 2) Name of Project, 3) Address and 4) Contact Name, Email Address, and Telephone Number. The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will **email** and or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

6. Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, notarized, uploaded, and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included in order for your submittal to be completed and accepted.

a) Online Acknowledgement

- ☐ Proposer Acknowledgement
- ☐ Addenda Acknowledgement
- ☐ Confirmation of Drug Free Workplace
- ☐ Palm Beach Inspector General

b) Online Forms

- ☐ Letter of Interest
- ☐ Confirmation of Minority Owned Business
- ☐ Local Business Certification
- ☐ Statement of Non-Submittal (if applicable)
- ☐ Schedule of Sub-Consultants
- ☐ References

c) Upload Online

- ☐ Proposers Qualification Statement
- ☐ Anti-Kickback Affidavit
- ☐ Non-Collusion Affidavit of Proposer
- ☐ Certification Pursuant to Florida Statute § 287.135
- ☐ Statement of Non-Submittal (if applicable)
- ☐ Submit current Florida Professional License, including evidence of possession of required licenses or business permits / W-9
- ☐ E-Verify Form Pursuant to Florida Statute § 448.095
- ☐ W-9
- ☐ Submit any Supplemental information relative to this RFQ

SECTION 5 – EVALUATION OF PROPOSALS

5.1 SUBMISSION OF PROPOSALS

A. Request for Qualification Requirements

The Selection Committee will review and evaluate all proposals submitted in response to this solicitation. The Committee shall conduct a preliminary evaluation of all responses based on the information provided and other evaluation criteria as set forth in this solicitation. The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive to this solicitation, and will be evaluated as follows:

The determination shall be based upon the following criteria and respondents shall provide, as a minimum the information listed under each criterion. The Qualification Package is designed to provide information about your firm. Therefore, the said information will be used in evaluating the firm's qualifications to perform the advertised work. Proposals will be evaluated by the Selection Committee in accordance with weighted criteria listed below:

Description	Point Range
Qualifications of the Firm	0 - 20
Qualification of Project Team and Experience	0 - 20
Approach, Demonstrated Skill Set, and Innovative Ideas	0 - 40
References	0 - 15
Local Preference	0 - 05
Total	0 - **100**

B. Selection Process

PURSUANT TO THE PROVISIONS OF F.S. 287.055, KNOWN AS THE "CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT":

1. A Selection and Evaluation Committee consisting of City Utility staff members, and may include outside consultants as deemed necessary, will review each written submission for compliance with the requirements of the RFQ, including verifying that each Proposal includes all documents required. In addition, the Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFQ.

2. In the event less than three (3) firms express interest in a solicitation or less than three (3) are deemed qualified by the Selection Committee, then Procurement Services shall make a determination as to whether to proceed with the lesser number of firms. If the decision

is to re-advertise, and after a subsequent advertisement, resulting in three (3) firms that still cannot be qualified, then the City shall proceed hereunder with the qualified firms.

3. The Selection Committee will evaluate, score and rank all responsive and responsible proposals based on the requirements of the RFQ and may create a short list of a minimum of three (3) firms deemed to be the most highly qualified to perform the required services. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received.

4. The Selection Committee may at its sole discretion, request additional information or clarification of any information submitted by Respondent(s).

5. The Selection Committee will conduct discussions, interviews, or require presentations from the shortlisted firms. Upon completion of the discussions, interviews, or presentations, the Committee will re-evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the evaluation criteria listed above.

6. Upon final ranking, the list of proposers recommended for award will be submitted to the City Commission for approval.

7. After ranking is completed, the City will present the short-listed firms to the City Commission for approval to negotiate fees for future projects. The negotiated fees will be included in an agreement based on the attached draft contract found in Appendix “B” and developed from this Request for Qualifications.

8. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. Assuming the successful negotiation of an agreement(s), the final contract(s) will be submitted to the City Commission for their consideration and approval.

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SECTION 6 – GENERAL CONDITIONS FOR PROPOSERS

1. FAMILIARITY WITH LAWS: The Proposer is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Proposer will in no way relieve Proposer of responsibility to adhere to such regulations.

2. RFQ FORMS: The Proposer will submit a RFQ on the RFQ forms provided. All RFQ prices, amounts, and descriptive information must be legibly entered. The Proposer must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The Proposer IS required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. All RFQ forms must be executed and submitted for easy identification. Responses not submitted on RFQ forms may be rejected. All RFQs are subject to the conditions specified within this solicitation document. Submittals which do not comply with these conditions are subject to rejection.

3. EXECUTION OF RFQ: Proposal must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

4. NO SUBMITTAL: A NO SUBMITTAL response can be submitted online through the e-Procurement bidding system.

5. RFQ DEADLINE: It is the Proposer's responsibility to assure that the PROPOSAL is submitted electronically by or at the proper time and date prior to the RFQ deadline. Late proposals are not permitted by the Bidding System

6. RIGHTS OF THE CITY: The City expressly reserves the right to:

   A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible Proposer meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
   B. Waive any defect, irregularity, or informality in any RFQ or RFP procedure;
   C. Reject or cancel any or all RFQs;
   D. Reissue a Request for Qualification (RFQ);
   E. Extend the RFQ deadline time and date;
   F. Procure any item by other means;
   G. Increase or decrease the quantity specified in the Request for Qualification (RFQ);
   H. Consider and accept an alternate RFQ as provided herein when most advantageous to the City.

7. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective proposer has:

   A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
   B. A satisfactory record of performance;
   C. A satisfactory record of integrity;
   D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
   E. Supplied all necessary information in connection with the inquiry concerning responsibility.

8. DISQUALIFICATION OF PROPOSER: More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Automatic disqualifiers are as follows:

    a. Not including an executed Proposer signature.
    b. Not being licensed to perform the required work or to provide the required product.
    c. Not being eligible to submit a proposal due to violations listed under Item No.38, "Public Entity Crimes."
    d. Not completing the RFQ Submittal Forms as required.

9. DIRECT OWNER PURCHASES: Procedure used by the City to make direct purchases of any materials/equipment and make direct payment to the Vendor. The CITY reserves the right to issue purchase orders for materials to either the Contractor's / Consultant's or the CITY's suppliers for construction/public works related materials when deemed in the best interest of the City.

10. PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES: If a Bidder is awarded a contract as a result of this Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other Florida governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation to Bid and resulting award.

11. RECORDS/AUDITS: The Successful Proposer shall maintain during the terms of the contract all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the CITY's auditor. The Successful Proposer agrees to make available to the CITY's auditor, during normal business hours and in Miami-Dade, Broward, and Palm Beach counties, all books of account, reports, and records relating to this contract and retain them for a minimum period of three (3) years beyond the last day of the contract period.

12. SIGNING OF CONTRACT: The Award Letter will be presented to the Successful Proposer. Within ten (10) calendar days after issuance of the award letter, the successful Proposer shall sign and deliver the Contract with the required bonds and insurance certificates to the CITY. After receipt and approval of such documents, the Contract will be executed. Within thirty (30) calendar days thereafter, the CITY shall deliver a fully signed and executed Contract to the successful Proposer. At times a purchase order will be issued in lieu of a contract agreement.

13. INTERPRETATIONS: To ensure fair consideration for all Proposers, the CITY prohibits communication to or with any department, officer, or employee during the solicitation process except as otherwise specified. If the Proposer should be in doubt as to the meaning of any of the RFQ documents, or is of the opinion that the plans and/or specifications contain errors, contradictions, or reflect omissions; the Proposer shall direct questions to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this Bid, no later than ten (10) days prior to the BID deadline.

14. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

15. SUBCONTRACTING: If a Proposer subcontracts any portion of a Contract for any reason, the Proposer must state the name and address of the subcontractor / subconsultant and the name of the person to be contacted on the online form within the e-bidding system under "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a subcontractor / subconsultant is named and to make the award to the Proposer, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a RFQ of any Proposer if the RFQ names a subcontractor / subconsultant who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of any subcontractor / sub-consultant in order to make determination as to the foregoing. The subcontractor / subconsultant will be equally responsible for meeting all requirements

specified in this Request for Qualification (RFQ). Contractors / Consultants are encouraged to seek minority and women business enterprises for participation in subcontractor / subconsultant contracting opportunities. The City reserves all rights in order to make a determination as to the foregoing.

16. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Proposer through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Proposer to have received ALL addenda that are issued. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their RFQ and up until the RFQ closing time and date in the event, additional addenda are issued. If a Proposer submits their RFQ prior to the RFQ closing time and date and addenda have been issued, the Bidding System shall WITHDRAW the Proposer's submission and the submittal status will change to an INCOMPLETE STATUS and Withdraw the RFQ Proposal. The Proposer can view this status change in the "MY BIDS" section of the Bidding System.

    The Proposer is solely responsible to:

    - make any required adjustments to their RFQ; and
    - acknowledge the addenda; and
    - Ensure the re-submitted RFQ is RECEIVED by the Bidding System no later than the stated RFQ closing time and date

17. ANTITRUST CAUSE OF ACTION: In submitting a RFQ to the City of Boynton Beach, the Proposer offers and agrees that if the RFQ is accepted, the Proposer will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

18. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

19. ON PUBLIC ENTITY CRIMES – All Invitations to Bid/RFQ/RFP as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

    "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

20. SCRUTINIZED COMPANIES LISTS Florida Statues Section 287.135: By submission of this RFQ, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Proposer been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Proposer of the City's determination concerning the false certification. Proposer shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Proposer shall have ninety (90) days following receipt of the notice to respond in writing and

demonstrate that the determination of false certification was made in error. If Proposer does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. E-VERIFY: Contractor is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

    1) Definitions for this Section:

    "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

    "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a vendor or another subcontractor / subconsultant in exchange for salary, wages, or other remuneration.

    "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

    2) Registration Requirement; Termination:

    Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

    a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
    b. All persons (including vendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
    c. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

22. NON-COLLUSION AFFIDAVIT: Each Proposer shall complete the Non-Collusion Affidavit Form and shall submit the form with their Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

23. TRADE SECRET: Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is

a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

24. ANTI-KICKBACK AFFIDAVIT: Each Proposer shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

25. CONFIRMATION OF MINORITY-OWNED BUSINESS: It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Proposer shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal

26. ADVERTISING: In submitting a RFQ, the Proposer agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE WITH CONTRACT CONDITIONS**".

27. ASSIGNMENT: Any Purchase Order issued pursuant to this Request for Qualification (RFQ) and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

28. LIABILITY: The selected Proposer(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from proposer's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the proposer within ten (10) days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly from the operations of the proposer hereunder, for which the City may be entitled to a claim or indemnity against the proposer, under the provisions of this contract. Proposer shall have the right to control the defense of any such claim suit or actions. The proposer shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the proposer's breach of any of the provision of the contract. Proposer shall not be responsible for negligent acts of the City or its employees.

29. CONTRACT AGREEMENT:
An Agreement outlining the Scope of Services with the intent of accomplishing a timely, cost-effective completion of a given project will be provided. Specific Task Order stipulating the Scope of Work to be provided will be issued after the execution of said Agreement. The Agreement will be based on successful negotiation.

30. FUNDING OUT:
The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

31. PALM BEACH COUNTY INSPECTOR GENERAL: The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower-tier subcontractors. The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower-tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

32. PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the RFQ unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the City to perform the service;

B. 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, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the City; and

D. Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor possession All records stored electronically by Contractor 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.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CRYSTAL GIBSON, CITY CLERK
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US

33. LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference. "For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications or Requests for Letters of Interest, the solicitation shall include a weighted criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Financial Services Department, Purchasing Services, consistent with the intent of this Policy.

Each such solicitation shall clearly define the application of the Local Business preference." In order to be considered for a local business preference, **a Respondent must include the Local Business Status Certification Form at the time of RFQ submittal.**

Failure to submit this form at the time of RFQ submittal will result in the Respondent being found ineligible for the local business preference for this solicitation.

Respondents who are certified as required will receive the full five points allotted for this evaluation criteria. All other firms will receive zero points in this evaluation criterion.

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SECTION 7 – SPECIAL CONDITIONS

It will be the responsibility of the successful Proposer to supply necessary labor for the completion of services if requested by the City of Boynton Beach.

The City by written notice may terminate in whole or in part any Contract resulting from this RFQ when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

It shall be the responsibility of the successful Proposer to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the vendor until such time as the items and/or work has been accepted by the City. The successful Proposer shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

The City of Boynton Beach reserves the right, before awarding a Contract to require a Proposer to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City in making the award in the best interest of the City.

The successful Proposer shall at all times guard from damage or loss of property of the City or of other vendors, Contractors, or Consultants and shall replace and/or repair any loss or damage unless such has been proven to have been caused by the City, other vendors, Contractors, or Consultants. The City may withhold payment or make such deductions as it may deem necessary to insure reimbursement for loss or damage to property through negligence of the successful Proposer or his agent.

The City is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this Contract involves a project consistent with these goals and objectives. Consequently, the City is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its Consultant. Therefore, as the City's Consultant for this project, the Consultant assures the City that the Consultant, its employees, subcontractors and assigns will refrain from acting adverse to the City's legitimate interest in promoting the goals and objectives of this project. The Consultant agrees to take all reasonable measures necessary to effectuate these assurances. In the event the Consultant determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the City. Upon such notification, the City, in its discretion, may terminate this Contract.

PERFORMANCE EVALUATION:

The awarded Consultant(s) will receive a performance evaluation by City Staff on all individual work orders. Work Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or more frequent intervals as required by the

Work Order **and** at the time of Work Order or Contract completion.

Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City, to correct all deficiencies in the Consultant's services under the Work Order. All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the Work Order without the City being liable for any and all future obligations under the Work Order as determined by the City at its sole discretion. The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

The Project Coordinator shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete the "Contractor Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Coordinator shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

Contract Performance Evaluation form enclosed within this document illustrates a sample evaluation form to be used by the City for the various types of services provided by the Consultant

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

APPENDIX "A"

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

	Check One	
Submitted By:	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
City, State, Zip: _____	Other	☐
Telephone No.: _____		
Email Address.: _____		

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

   a. Date of organization: _____
   b. Name, address and ownership units of all partners:

   _____

   _____

   _____

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c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

_____

_____

_____

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES ☐ NO ☐

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

_____

_____

_____

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

11. State the name of the individual who will have personal supervision of the work:

_____

12. State the name and address of attorney, if any, for the business of the Proposer:

_____

_____

_____

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

_____

_____

_____

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:

_____

_____

_____

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

_____

_____

_____

18. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

19. Bank References:

Bank **Address** **Telephone**

_____

_____

_____

_____

20. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

_____

_____

_____

_____

_____

_____

21. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

_____

_____

_____

_____

_____

24. What will be your turnaround time for written responses to City inquires?

_____

25. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

_____

_____

26. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

_____

_____

_____

27. List and describe all criminal proceedings or hearings concerning business related offenses to which the Proposer, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

_____

28. Has the Proposer, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

_____

_____

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20___

_____

Notary Public (Signature)

My Commission Expires: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____ , 2022 _____

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

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NON COLLUSION AFFIDAVIT OF RESPONDENT

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is _____ of _____, the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached RFQ:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) Said RFQ is genuine and is not a collusive or sham RFQ;

4) Further, the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other proposer, integrator or person to submit a collusive or sham RFQ in connection with the Contract for which the attached RFQ has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other proposer, integrator or person to fix the price or prices in the attached RFQ or of any other proposer, or to fix any overhead, profit or cost element of the RFQ price or the RFQ price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

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CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
TO BE COMPLETED AND UPLOADED ONLINE

I, _____, on behalf of _____ certify

Print Name and Title Company Name

that _____does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to

have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____	_____
COMPANY NAME	SIGNATURE
_____	_____
PRINT NAME	TITLE
_____	
DATE	

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CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **Professional Survey and Mapping Services**

Solicitation No.: **UL22-014**

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
c) Should contractor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

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e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____

Serial number, if any

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APPENDIX 'B'

DRAFT

CONTRACT AGREEMENT

DRAFT
PROFESSIONAL SURVEY AND MAPPING SERVICES

SUBJECT TO REVISIONS PRIOR TO SIGNING

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and _____ a [type of entity: corporation/partnership/sole proprietor] authorized to do business in the State of Florida, with a business address of _____, hereinafter referred to as the "VENDOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The VENDOR is retained by the City to provide labor, parts, and materials related to the [project title/ description].

2. **SCOPE OF SERVICES**. VENDOR agrees to perform the services required for the [project title/ description]

3. **SCOPE OF SERVICES.** VENDOR agrees to perform Professional Surveying Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment, and supplies. The specified project which may be assigned to VENDOR is set forth on Exhibit "__".

4. **TERM.** The initial Agreement period shall be for an initial term of ___ (__) years, commencing on _____ and shall remain in effect through _____. The CITY reserves the right to renew the agreement for __ (___) one-year renewals subject to vendor acceptance, satisfactory performance as determined by the CITY, and determination by the CITY that renewal will be in the best interest of the CITY.

5. **TIME OF PERFORMANCE.** Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR to proceed. VENDOR shall perform all services and provide all work products required pursuant to this Agreement and specific task order unless an extension of time is granted in writing by the CITY.

6. **PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the Schedule of Prices to this Agreement as follows:

    a. Payment for the work provided by VENDOR shall be made as provided on Exhibit **" "** attached hereto.

    b. The VENDOR may submit invoices to the CITY once per month during the progress of the work for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

    c. Final payment of any balance due the VENDOR of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the work under this Agreement and its acceptance by the CITY.

    d. Payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

e. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

f. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

7. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the VENDOR in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. The VENDOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with VENDOR's endeavors.

8. FUNDING. This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

9. WARRANTIES AND REPRESENTATIONS. VENDOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. VENDOR's services shall meet a standard of care for professional surveying and mapping and related services equal to or exceeding the standard of care for surveying professionals practicing under similar conditions. In submitting its response to the RFQ, VENDOR has represented to CITY that certain individuals employed by VENDOR shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, VENDOR shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

10. COMPLIANCE WITH LAWS. VENDOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida and CITY of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.

11. INDEMNIFICATION.

A. The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors. The VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

12. INSURANCE

A. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's

Director of Human Resources and Risk Management. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

iv. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

v. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Human Resources and Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

13. **INDEPENDENT CONTRACTOR.** The VENDOR and the CITY agree that the VENDOR is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

14. **COVENANT AGAINST CONTINGENT FEES.** The VENDOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15. **TRUTH-IN-NEGOTIATION CERTIFICATE**

A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the VENDOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside VENDORs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

The VENDOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 15 - ASSIGNMENT

The VENDOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

ARTICLE 17 – TERMINATION

A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) days of written notice by the terminating party to the other party for such termination in which event the VENDOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the VENDOR abandons the Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

B. **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by VENDOR of written notice of such neglect or failure.

ARTICLE 18 - DISPUTES

Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

NOTICES. Notices to the CITY shall be sent to the following address:

Lori LaVerriere, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

Notices to VENDOR shall be sent to the following address:

ATTN:
Address:
Phone:
Email:

ARTICLE 21 - INTEGRATED AGREEMENT

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the CITY and the VENDOR and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both CITY and VENDOR.

ARTICLE 22 - SOVEREIGN IMMUNITY

22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida

Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

22.2 In connection with any litigation or other proceeding arising out of the Agreement, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Agreement.

2. The parties agree that any action arising out of this Agreement shall take place in Palm Beach County, Florida.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Lori LaVerriere, City Manager

_____
(Authorized Official Name), (Vendor)

_____
Print Name of Authorized Official

_____
Title

Attest/Authenticated:

(Corporate Seal)

_____
Crystal Gibson, City Clerk

Approved as to Form:

_____
James A. Cherof, Office of the CITY Attorney

Attest/Authenticated:

_____
Secretary

ATTACHMENTS

ATTACHMENT "A"

City of Boynton Beach
Risk Management
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$
5,000.00		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified to be determined		

INSURANCE ADVISORY Revised 04/2021

ATTACHMENT "B"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Work Orders. Work Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Work Order **and** at the time of Work Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract/Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Contractor	Evaluation Period ☐ Interim ☐ Final
Project Title	If evaluating under a work order contract, specify type	

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	**Rating** Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
4.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
6.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)					
10.	Total Rating Score (Total row 9.)					
11.	Average Rating Score (Divide line 10 by the number 8.)					

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding SBE utilization on Line 20. Additional space is available on Line 22 if needed.

12.	Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
13.	Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
14.	Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
15.	Contractor strengths:	
16.	Contractor weaknesses:	
17.	Specific problems incurred:	
18.	How may these have been prevented?	
19.	Additional comments/recommendations:	
20.	Comments on sub-contractor utilization:	
21.	**Currently recommend firm for future contracts/work orders of this type? If "No" or "Possibly", an explanation must be provided in Line 22 below.**	☐ **Yes** ☐ **No** ☐

Project Manager (sign)	Date	Section Administrator (sign)	Date

22. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT MANAGEMENT/PROCUREMENT USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	Comments:
Running Average Score:	

Procurement Representative (sign)	Date	Other Required Approval (sign)	Date

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UTL22-014 - Professional Survey and Mapping Services - Overview of Specifications

Offers from the vendors listed herein are the only offers received timely as of the Bid due date and Bid due time. All others submitted in response to this solicitation, if any are hereby rejected as late.

BID DUE DATE: March 16, 2022
BID DUE TIME: 2:30 PM

	Biscayne Engineering Company, Inc. **449 NW 35 Street** **Suite 102** **Boca Raton, FL 33431** **Chestin Bustos ; Melissa Bolton Calabrese (Vice President)** **Contact # 561-609-2329** **Email: chbustos@biscayneengineering.com ; mcalabrese@biscayneengineering.com** **Submission 1**	**Precision Measurements Inc. dba Precision Measurements Surveying, Inc.** **6750 N. Andrews Avenue** **Suite 2032** **Fort Lauderdale, FL 33309** **Daniel Bidot ; Alexandra Leitz (President)** **Contact # 954-732-9788** **Email: dbidot@precisionmeasurements.com ; aleitz@precisionmeasurements.com** **Submission 1**	**Avirom & Associates, Inc.** **50 S.W. 2nd Avenue** **Suite 102** **Boca Raton, FL 33432** **Jennifer Simoneaux ; Michael D. Avirom (President)** **Contact # 561-392-2594 X119** **Email: jennifer@aviromsurvey.com ; mike@aviromsurvey.com** **Submission 1**	**Wantman Group, Inc. / WGI, Inc.** **2035 Vista Parkway** **West Palm Beach, FL 33411** **Eric Matthews** **Contact# 561-687-2220** **Email: Eric.Matthews@wginc.com** **Submission 1**	**DRMP, Inc.** **6852 S.W. 18th Street** **Suite 310** **Boca Raton, FL 33433** **Lisa Greene** **Contact# 407-896-0594** **Email: lgreene@drmp.com ; Mfloyd@drmp.com** **Submission 1**	**Keith and Associates, Inc.** **301 E. Atlantic Boulevard** **Pompano Beach, FL 33060** **Kristen Lawlor** **Contact# 954-788-3400** **Email: klawlor@keithteam.com** **Submission 1**	**Marlin Engineering, Inc.** **10415 Riverside Drive** **Suite 101** **Palm Beach Gardens, FL 33410** **Katherine Salazar** **Contact# 954-870-5070** **Email: ksalazar@marlinengineering.com ; Kbeck@marlinengineering.com** **Submission 1**	**GCY, Inc.** **PO Box 1469** **Palm City, FL 34991** **Hilary Young** **Contact# 772-286-8083** **Email: hilary@gcyinc.com** **Submission 1**	**Caulfield & Wheeler, Inc.** **7900 Glades Road** **Suite 100** **Boca Raton, FL 33434** **Andrew Beckwith ; David P. Lindley (Sr. Vice President)** **Contact# 561-392-1991 X104** **Email: andrew@cwiassoc.com ; dave@cwiassoc.com** **Submission 1**	**Colliers Engineering & Design, Inc. dba Maser Consulting** **7284 West Palmetto Park Road** **Suite 201-S** **Boca Raton, FL 33433** **Stephanie Theard** **Contact# 305-938-9064** **Email: stephanie.theard@colliersengineering.com ; michael.ehrhart@colliersengineering.com** **Submission 1**	**Aptim Environmental & Infrastructure, LLC** **6401 Congress Avenue** **Suite 140** **Boynton Beach, FL 33487** **Tracie McCauley** **Contact# 561-361-3167** **Email: tracie.mccauley@aptim.com** **Submission 1**	**Whidden Surveying and Mapping, Inc.** **9200 Belvedere Road** **Suite 114** **Royal Palm Beach, FL 33411** **Tori Whidden ; Thomas Whidden** **Contact# 561-632-0220** **Email: tori.whidden3@gmail.com ; tom@whiddensurveying.com** **Submission 1**	**Woolpert, Inc.** **6100 Blue Lagoon Drive** **Suite 440** **Miami, FL 33126** **Jose Sanifiel ; Thomas F. Mochty** **Contact# 305-351-2942** **Email: jose.sanfiel@woolpert.com; tom.mochty@woolpert.com** **Submission 1**	**Engenuity Group, Inc.** **1280 N. Congress Avenue** **Suite 101** **West Palm Beach, FL 33409** **Bradley Jackson ; Andre Rayman** **Contact# 561-655-1151** **Email: bjackson@engenuitygroup.com; C. Andre Rayman (President)** **Submission 1**
Specifications														
Letter of interest	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Proposer's Qualification Statement Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Anti-Kickback Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Non-Collision Affidavit of Proposer	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Certification Pursuant to Florida Statute § 287.135	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Florida Professional License, including evidence of possession of required licenses or business permits	Yes- Included	Yes - Included	Yes- Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included
E-Verify Form Pursuant to Florida Statute § 448.095	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Addendum Acknowledged	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Organization Been In Business under name	124 yrs	4 yrs	41 yrs	2 yrs	10 yrs	24 yrs	30 yrs	37 yrs	40 yrs	1 yr 4 mths	3 yrs	18 yrs	17 yrs	15 yrs
Resumes	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Current & Projected Workload of Proposer	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Qualifications of Project Team & Availability of Specialty Resources	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Approach, Demonstrated Skill Set & Innovative Ideas	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Demonstrated Knowledge - Provided a Minimum of (2) projects in the past 5 Years	Yes- Included	Yes- Included	Yes- Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included - All City of Boynton Projects	Yes - Included	Yes - Included
Confirmation of Minority Owned Business	N/A	Yes - Women 1/27/22	N/A	N/A	N/A	N/A	Yes - Hispanic	Yes - Women	N/A	N/A	N/A	N/A	N/A	Yes - Asian
Local Business Status Certification	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
References - (3) completed or in progress in the past 3 Years	Yes- Included	Yes - Included - all 3 reference from the same agency	Yes- Included	Yes- Included	Yes - Included (2) Included - Colliers Engineering & Design, Inc. 10%; Whidden Surveying and Mapping, Inc 10%	Yes- Included	Yes - Included	Yes- Included	Yes - Included (3) Ritzel-Mason, Inc. (SBE); Technical Disciplines, Inc. (SBE); Mor Time to Bid, LLC	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included
Sub-Consultants	(2) Included - Inframap Corp. 5%; Sea Diversified, Inc. 4%	None	None	None	None	None	(1) Zeman Consulting Group, LLC	(1) Pickett & Associates	(1) DRMP, Inc.	None	(2) Keith 5%; Pickett USA 5%	(1) Manuel G. Vera & Associates	None	
W-9	Yes- Included	**Not Included**	Yes- Included	**Not Included**	Yes- Included	Yes- Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes- Included	Yes - Included	Yes - Included
Organizational Chart	Yes- Included	Yes - Included	Yes- Included	Yes- Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes - Included	Yes- Included	Yes - Included	Yes - Included
Comments:														

Electronic Opened By: Bids & Tenders 3/16/2022 @ 2:30PM
Compliance Tabulation By: Taralyn Pratt 3/30/2022

Bid Number: UTL22-014

Bid Name: Professional Survey and Mapping Services

Closing Date: 3/16/2022 2:30:00 PM

Number of Submissions Received: 14

Evaluation: Start Date - End Date: 3/29/2022 9:00:00 AM **-** 5/4/2022 8:00:00 AM

Consensus Meeting: 5/10/2022 2:30:00 PM

EVALUATORS

	Name	Stage
1.	Taralyn Pratt	Submittal Compliance
2.	Greg Owens	Evaluation
3.	Paola Mendoza	Evaluation
4.	Angela Prymas	Evaluation

STAGES

Number	Name	Type	Weight
N/A	Submital Compliance	Compliance	N/A
1	Evaluation	Evaluation	100.00
		Grand Total:	100.00

SCORES

Submital Compliance

Vendor	Score
Aptim Environmental & Infrastructure, LLC	Pass
Avirom & Associates, Inc.	Pass
Biscayne Engineering Company, Inc.	Pass
Caulfield & Wheeler, Inc	Pass

Colliers Engineering & Design, Inc.	Pass
DRMP, Inc.	Pass
Engenuity Group, Inc.	Pass
GCY, Inc.	Pass
Keith and Associates, Inc.	Pass
Marlin Engineering, Inc.	Pass
Precision Measurements Inc.	Pass
Wantman Group, Inc.	Pass
Whidden Surveying and Mapping, Inc.	Pass
Woolpert	Pass

1 Evaluation

Vendor	Score out of 100.00
Aptim Environmental & Infrastructure, LLC	57.33
Avirom & Associates, Inc.	78.83
Biscayne Engineering Company, Inc.	63.33
Caulfield & Wheeler, Inc	76.33
Colliers Engineering & Design, Inc.	65.50
DRMP, Inc.	72.17
Engenuity Group, Inc.	82.83
GCY, Inc.	72.17
Keith and Associates, Inc.	72.00
Marlin Engineering, Inc.	68.17
Precision Measurements Inc.	58.67
Wantman Group, Inc.	62.67
Whidden Surveying and Mapping, Inc.	89.17
Woolpert	72.67

CUMULATIVE SCORE RESULTS

Rank	Vendor	Score out of 100.00
1	Whidden Surveying and Mapping, Inc.	89.17
2	Engenuity Group, Inc.	82.83
3	Avirom & Associates, Inc.	78.83
4	Caulfield & Wheeler, Inc	76.33
5	Woolpert	72.67
6	DRMP, Inc.	72.17
7	GCY, Inc.	72.17
8	Keith and Associates, Inc.	72.00
9	Marlin Engineering, Inc.	68.17
10	Colliers Engineering & Design, Inc.	65.50
11	Biscayne Engineering Company, Inc.	63.33
12	Wantman Group, Inc.	62.67
13	Precision Measurements Inc.	58.67
14	Aptim Environmental & Infrastructure, LLC	57.33

Bid Number: UTL22-014

Bid Name: Professional Survey and Mapping Services

Closing Date: 3/16/2022 2:30PM

Number of Submissions Received: 14

Evaluation: Start Date - End Date: 3/29/2022 **-** 6/8/2022

Consensus Meeting: 6/8/2022 3:15PM

EVALUATORS

	Name	Stage
1.	Taralyn Pratt	Submittal Compliance
2.	Greg Owens	Evaluation, Interview / Presentations
3.	Paola Mendoza	Evaluation, Interview / Presentations
4.	Angela Prymas	Evaluation, Interview / Presentations

STAGES

Number	Name	Type	Weight
N/A	Submittal Compliance	Compliance	N/A
1	Evaluation	Evaluation	100.00
2	Interview / Presentations	Interview	100.00
		Grand Total:	200.00

SCORES

Submittal Compliance

Vendor	Score
Aptim Environmental & Infrastructure, LLC	Pass
Avirom & Associates, Inc.	Pass
Biscayne Engineering Company, Inc.	Pass
Caulfield & Wheeler, Inc	Pass
Colliers Engineering & Design, Inc.	Pass
DRMP, Inc.	Pass

Engenuity Group, Inc.	Pass
GCY, Inc.	Pass
Keith and Associates, Inc.	Pass
Marlin Engineering, Inc.	Pass
Precision Measurements Inc.	Pass
Wantman Group, Inc.	Pass
Whidden Surveying and Mapping, Inc.	Pass
Woolpert	Pass

1 Evaluation

Vendor	Score out of 100.00
Avirom & Associates, Inc.	78.83
Caulfield & Wheeler, Inc	76.33
Engenuity Group, Inc.	82.83
Whidden Surveying and Mapping, Inc.	89.17

2 Interview / Presentations

Vendor	Score out of 100.00
Avirom & Associates, Inc.	80.17
Caulfield & Wheeler, Inc	71.50
Engenuity Group, Inc.	84.17
Whidden Surveying and Mapping, Inc.	88.50

CUMULATIVE SCORE RESULTS

Rank	Vendor	Score out of 200.00
1	Whidden Surveying and Mapping, Inc.	177.67
2	Engenuity Group, Inc.	167.00
3	Avirom & Associates, Inc.	159.00
4	Caulfield & Wheeler, Inc	147.83

UTL22-014 - Professional Survey and Mapping Services

Opening Date: February 15, 2022 12:35 PM

Closing Date: March 16, 2022 2:30 PM

Vendor Details

Company Name:	Whidden Surveying and Mapping, Inc.
Does your company conduct business under any other name? If yes, please state:	no
Address:	9200 Belvedere Road Suite 114 Royal Palm Beach , Fl 33411
Contact:	Tori Whidden
Email:	tori.whidden3@gmail.com
Phone:	561-632-0220
HST#:	20-2111200

Submission Details

Created On:	Tuesday March 15, 2022 20:45:04
Submitted On:	Tuesday March 15, 2022 22:04:12
Submitted By:	Tori Whidden
Email:	tori.whidden3@gmail.com
Transaction #:	7714afd2-cdeb-44a8-b976-347cb7a50756
Submitter's IP Address:	173.12.90.18

Letter of interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services. The Letter of Interest shall be provided by the person authorized to bind the Proposer to the submitted RFQ.

Description	Response *
The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Dear Evaluation Committee, Whidden Surveying & Mapping, Inc. (WSM) is pleased to submit the following Request for Qualifications for Professional Surveying & Mapping Services RFQ No. UTL22-014 Successful projects begin with the commitment of the most qualified and experienced professionals who understand the project related issues and also understand their client's needs. WSM offers the City of Boynton Beach (the City) a proven track record of technical expertise, exceptional project management, reliability, responsiveness and dedication necessary for a successful project. WSM has worked with the City of Boynton Beach since 2010. We bring a Team that has an excellent understanding of the City's existing infrastructure and future infrastructure needs as well as years of established relationships with City staff. WSM has performed land surveying services for the City and other public entities at the municipal, county, state and federal levels through continuing service contracts for a variety of project types. Our surveyors and mappers are licensed in the State of Florida, and are qualified and prepared to handle any task assignment issued by the City including, but not limited to right-of-way surveys, horizontal and vertical geodetic control surveys, canal and embankment cross sections and profiles, boundary surveys, topographic surveys, specific purpose surveys, hydrographic surveys, construction layout surveys, as-built surveys, quantity surveys, easements, legal descriptions and sketch of descriptions, ALTA surveys, field reconnaissance, underground utilities detection, plan review services including plats and professional surveying & mapping review services. We are prepared to handle all projects from start to finish. Whidden Surveying and Mapping, Inc. has invested in resources (personnel and equipment) and is committed to accurately perform professional surveying services identified in the Solicitation in a very professional manner and to the highest levels of standards. WSM has associated with Keith for their support in sub-surface utility detection and with Pickett USA for their aerial acquisition services. The WSM Team will be a tremendous resource to the City of Boynton Beach, one that can effectively and immediately provide the services needed. We understand and are familiar with your specific needs, have an effective approach to delivering services, bring the resources necessary (expertise, experience, manpower), have established constructive relationships with agencies, and are committed to providing a quality service as a member of your Team. The WSM Team appreciates the opportunity to provide this response and can assure The City of Boynton Beach that the most comprehensive, cost effective and professional services will be provided under this contract. Should you have any questions regarding our response to this solicitation, please contact me directly at 561-722-4619 or tom@whiddensurveying.com Thank you very much for your time and consideration, Sincerely, Thomas E. Whidden, PSM President Whidden Surveying & Mapping, Inc.

Firm's Qualifications

General Requirements. The purpose of the Section is to outline the required information to demonstrate the qualifications, competence, and capacity of the Contractor seeking to undertake the requirements of this RFQ. As such, the substance of the response will carry more weight than the length, form, or manner of presentation. The Submission of qualifications should demonstrate the qualification of the Contractor and the particular staff to be assigned to this engagement. It should also specify a detailed approach that will meet or exceed the Request for Qualifications requirements.

The selected Contractor(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Contractor(s) will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFQ.

Certification and Licenses. Proposers must include with their Proposals, copy(ies) of all applicable certificates and licensing or business permits related to successful completion of the Work specified herein.

Firm's Qualifications:

a) Complete and submit Proposer's Qualification Statement.
b) Describe the Firm and provide a statement of the Firm's qualifications for performing requested consulting services. Identify the services which would be completed by your Firm's staff and those that would be provided by Sub-Consultants, if any. Identify any sub-Consultants you propose to utilize to supplement your Firm's staff.
c). If the Principal Place of Business is different than the location specified in the Proposer's Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.

Statement of Contractor's Qualifications	Response *
Provide a statement of the Firm's qualifications for performing requested consulting services. Identify the services which would be completed by your Firm's staff and those that would be provided by sub-Consultants, if any. Identify any sub-Consultants you propose to utilize to supplement your Firms staff.	Whidden Surveying and Mapping, Inc. (WSM) is a Florida Small Business corporation based in Royal Palm Beach, Florida. Founded in 2003, WSM is a progressive professional services firm authorized to provide surveying and mapping services in Florida. WSM is a full-service surveying and mapping firm that specializes in working in the Florida rural environment in providing various surveying services. Thomas E. Whidden, P .S.M., founded Whidden Surveying & Mapping, Inc.(WSM), after his tenure as a Project Surveyor for the

South Florida Water Management District in 2003.

Over the past 18 years WSM has assembled a diverse team of professionals to provide unparalleled survey services from its Primary office located in Royal Palm Beach, Florida and its satellite office located in Winter Garden. WSM has provided professional surveying & mapping services to both, the private and public sectors, including agencies such as, The U.S. Army Corps of Engineers, The South Florida Water Management District, Florida Inland Navigation District, the City of Boynton Beach and the Florida Fish and Wildlife Service.

WSM continues to stay on the leading edge of technology, constantly investing in new equipment and software. The firm is equipped with the latest technology for conventional surveying as well as remote sensing. WSM brings a highly qualified team to each project, equipped with the latest in computer technology, both in the office, and in the field.

WSM has a strategically placed office in the center of Palm Beach County to efficiently and efficiently serve the City of Boynton Beach (the City).

We have surveying experience and are familiar with surveying customs in all of the project areas and are more than willing to provide our services in any of these areas.

WSM has an outstanding reputation regarding similar experience, quality of work, and completing the work within the allotted budget. This includes Indefinite Delivery / Indefinite Quantity Contracts (IDIQ) for such agencies as the US Army Corps of Engineers, United States Forestry Service, and the South Florida Water Management District. WSM is also a sub-consultant on continuing services contracts, offering survey support to the City of Lake Worth, City of Delray Beach, and Palm Beach County.

WSM employs an experienced and highly trained technical staff standing ready to provide superior, comprehensive services for any task assignment issued throughout the duration of this contract. Our staff size and number of crews enable us to respond quickly and precisely, ensuring that any issue is resolved in a timely manner with care. Our staff members will place their superior abilities and qualifications at the service of the City.

WSM also has a full complement of survey equipment available to service this contract. This includes dual frequency, survey grade GNSS/GPS receivers for each crew as well as robotic total stations, data collectors and in-field communications, computational and data transfer equipment. Our office inventory includes industry standard workstations, laptops and plotters operating computational, adjustment, CAD and GIS software including ArcGIS online mapping that allows us to address client needs and deliverable product requirements. Recognizing that many of the City's surveys would occur in urban areas, it should also be noted that WSM has a full inventory of off-road equipment including airboats, ATVs, boats, and a Marsh Master which allows us to survey in almost any environment.

With 4 Professional Land Surveyors, 4 Field Crews and 4 Survey Technicians available, we are prepared to provide any surveying and mapping services identified in this Request for Qualification and many more. Together with the established longevity of our relationship with sub-consultants, Keith and Pickett USA, we have the durability/stability and capacity to meet the needs of the City for this procurement.

Keith offers numerous geophysical instrumentation options in identifying and marking the location of subsurface utilities including Magnetic Detection, Electro

	Magnetic Induction and Surface Ground Penetrating Radar (GPR), which include single and multi-channel systems. Vacuum Excavation, a safe, non-destructive method for exposing utilities, is also used to confirm location and record other additional information. Keith has worked throughout Florida and has a sound understanding of Florida geology and soil conditions in providing the best tools and solutions for a particular project. Pickett excels in aerial LiDAR and photogrammetry for engineering projects. Experienced professional staff and the latest generation aerial LiDAR sensor combined with an 100mp camera for simultaneous LiDAR and imagery collection produces efficient operations. From ground control to flight and imagery acquisition to compilation and final mapping deliverables, Pickett provides all services.
If the Principal Place of Business is different than the location specified in the Proposer's Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.	N/A

Qualifications of Project Team & Availability of Specialty Resources

Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

Identify the principal and management staff who would be assigned to the project as follows:

a) An organizational chart the clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and Primary Project Professional. These project team members are hereafter referenced as “key project members”.

b) Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project.

c) Sub-Consultant firms and key personnel from these firms shall be clearly identified. Proposers are to recognize that the City will not allow substitution of key project members during the Contract period without the agreement of the City.

d) Availability location and workload of the proposed team including:

1. Current project work listing and remaining labor commitments
2. Historically, describe the typical number of projects handled by the Proposer’s key project managers at any given time.
3. Projected workload of project management activities as defined in the scope of services.
4. Identification of any sub-Consultant firms providing significant services that may be assigned more than five (5%) of the work.

Description	Response *
Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services.	See Firm's Qualifications
Provide an organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as “key project members”.	See Attached Document "WSM Organizational Chart."
Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project.	See Attached Document "WSM Resumes"
Provide the Project Team / Key Project Members current project work listing and remaining labor commitments	See Attached Document "WSM Availability"
Historically, describe the typical number of projects handled by the Proposer’s key project managers at any given time.	See Attached Document "WSM Availability"
Provide the Project Team / Key Project Members projected workload of project management activities as defined in the scope of services.	See Attached Document "WSM Availability"
Identify any Sub-Consultant firms providing significant services that may be assigned more than five (5%) of the work.	Qualifications of Pickett USA: Pickett and Associates, LLC (Pickett) offers a team of highly experienced and diversified professionals that focus on providing personal service and attention to detail in every aspect of our work. Our professionals provide surveying, aerial mapping, and LiDAR services to public entities, electric utilities, environmental consultants, construction companies, telecommunications companies, and power and telecommunication consultants. We underpin these integrated service offerings with project management and quality. This exclusive combination of surveying, mapping, and LiDAR services provides efficient opportunities for our clients. Since 1963, Pickett has provided a wide range of specialized surveying services by embracing leading edge technologies. Pickett has a proven track record of working successfully with the District for a period of over 30 years as well as providing similar services to SWFWMD, FDEP, USDA, and USF&W. Pickett offers turnkey surveying and mapping services on land, air, and water by seasoned professionals. Our field crews are experienced in the latest surveying techniques and deliver thorough field surveys that translate smoothly into a final map product. Our survey deliverables include: OHWL surveys, laser scanning, boundary surveys, ALTA/ACSM surveys, topographic surveys, corridor surveys, hydrographic surveys, route surveys, as-built surveys, GPS control surveys, quantity/volume surveys, control surveys, construction staking, subdivision platting, legal descriptions, and expert witness testimony. Pickett excels in aerial LiDAR and photogrammetry for engineering projects. Experienced professional staff and the latest generation aerial LiDAR sensor combined with an 100mp camera for simultaneous LiDAR and imagery collection produces efficient operations. Pickett has managed substantial LiDAR projects for the SFWMD such as Fish Slough, Oak Creek, Western Basins and C-111 and is well versed in the quality control requirements necessary to provide a complete product. From corridor and small project sites to wide-area mapping, our combination of sensors provides engineering grade accuracy. Since 1996, all photogrammetric mapping services have been accomplished in house. From ground control to flight and imagery acquisition to compilation and final mapping deliverables, Pickett provides all services. Qualifications of Keith: More than 60 years ago, the KEITH story began when we first started serving in the Broward County community. KEITH has collaborated with more than 75 municipalities throughout Florida and private development in Florida, the Caribbean, and beyond. Through our work and our partnerships in the area, we create the stage for everyday moments; expected and unexpected. Our projects are interconnected, touching lives and contributing to the resilience of our community. KEITH was incorporated as a Florida corporation in 1998. As a mid-size close-knit firm of over 180 professionals, we provide surveying and mapping, subsurface utility engineering, utility coordination, planning, civil engineering, traffic and transportation engineering, landscape architecture, construction management, and virtual design and construction services. The firm was founded on the principle of achieving success by combining the latest technology with client-oriented business practices, and a staff of experienced and talented professionals. KEITH understands the importance of community involvement and the necessity of working with local, state, and federal agencies in a hands-on cooperative manner to build consensus and receive subsequent approval of highly sensitive projects. This approach represents an underlying philosophy of the firm which results in a quality product, with emphasis on scheduling and cost effectiveness through team-oriented management and quality control. Subsurface Utility Engineering (SUE) – The KEITH Team provides the ability to research, locate, and map subsurface elements in an accurate method to provide a thorough understanding of what lies beneath. Primarily the intent is to coordinate existing utility locations, however the team might also locate foundations, buried tanks, and other unknown underground elements. Through use of Ground Penetrating Radar (GPR), test holes, and other exploration techniques the data collected can be invaluable to coordinating any development project.

Approach, Demonstrated Skill Set & Innovative Ideas

Provide in concise narrative form, detailed information that demonstrates the proposer's understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for cost-effectiveness, creativity, and innovation of the proposed approach and comprehensive utilization of proposed personnel and equipment to meet deliverables.

The Project Approach and Work Plan shall demonstrate an understanding of but is not limited to, such items as:

- Topographic surveys,
- Sketch & descriptions,
- Preparation of easements,
- Record as-built surveys,
- Specific purpose surveys,
- GPS surveys,
- Laser scanning
- Construction layout,
- Ability to meet required time frames
- Utilization of existing data or management systems
- Web/Cloud-based solution platforms

Description	Response *
The response should include detailed information that demonstrates the proposer's understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for cost-effectiveness, creativity, and innovation of the proposed approach and comprehensive utilization of proposed personnel and equipment to meet deliverables.	Project Management: Our firm believes in having ONE Project Manager as the direct liaison with the City. Mr. Tom Whidden, P.S.M., President and Director of Surveys for WSM will serve as the Project Manager and direct liaison. As Project Manager he will attend all meetings, review the specific instructions for each work order with the City's Project Manager, and manage all scopes, schedules, negotiations and invoices. The specific scope, schedule, and approach to each project will be developed during a kick off meeting with the City. Mr. Whidden will obtain cost estimates, with hourly fee estimates, from each team member and forward a complete proposal to the City's Project Manager for their review. No work will be performed prior to issuance of a Work Authorization by the City. Upon issuance of the Work Order, Mr. Whidden will supply each team member with a list of services, a schedule, and deliverables they are responsible for within the project. Scheduling each team's assignments are critical to completing the projects in a cost-effective and time sensitive manner. A copy of the existing records and data obtained from City, pertinent to each team member's scope will be provided for their use. Topographic: Topographic surveys are the mainstay of most Land Surveying continuing service contracts. No engineering work can be prepared without the benefits of a quality Topographic/Design Survey. Tasks of this type of survey involve establishing site horizontal and vertical controls referenced to even higher quality survey control stations wonderful be used during future phases, such as construction, inspection and as-built certification. For City projects, we will make connections to existing published control published by the City, Palm Beach County, and NGS, as warranted. Topographic Surveys may require: - GPS RTK field crews to obtain existing elevations within large tracts of open land - Traditional field crews to establish vertical control - Location of existing structures, trees, improvements - 3-D Laser Scanning - Processing of field data to create surfaces and contours Sketch & Descriptions: Our staff of Professional Land Surveyors, legal description writers, survey technicians, and administrative assistants are equipped and experienced in the preparation of all types of legal descriptions including metes-and-bound descriptions. We are able to provide a smooth transfer of electronic data to the City's database at the final approval phase of the legal descriptions upon request, along with the certified hard copy. We understand that there is no room for error in legal descriptions. We can provide peer review of descriptions/sketches prepared by others. WSM has prepared hundreds of legal descriptions for many different uses. Some of the legal descriptions prepared by WSM include: - Warehouse lease boundaries - Subdivision of properties - Submerged land lease boundaries Specific Purpose Surveys: Specific Purpose Surveys typically are very specific in nature as specified by the client. WSM has performed Specific Purpose Surveys when locating trees, wetlands and other features where it is not necessary to perform a full blown boundary survey. In 2012 WSM performed over 100 Specific Purpose Surveys on Palm Tran bus shelters throughout Palm Beach County. The detail was limited to an area within 25 feet of the shelter and not relative to any specific control. Record As-built Surveys: As-Built surveys (record surveys) are the final step in the construction process and are performed to obtain horizontal and/or vertical dimensional data of a newly constructed facility. This data is used to check the accuracy and to verify that construction has been done according to the plan. These surveys verify roadway and drainage improvements and determine whether a constructed facility encroaches upon adjoining properties. We have provided these types of surveys for commercial developers, the U.S. army Corps of Engineers, contractors, utility companies, and CEI support services throughout the years. Our as-built surveys are performed with the utmost care and precision, since the survey is a reflection of the construction. Quality as-builts can aid in averting potential problems in the future, assist in the accountability of the contractor, and provide valuable information as to the location of constructed improvements, especially below-ground. Preparation of Easements: WSM has significant experience in easement preparation. Records from the City may be requested to establish the location of utilities for utility easements or any other boundary related information. In some cases, it may be necessary for field crews to locate the position of a utility or feature to accurately describe the easement and its relationship to adjacent properties. GPS Surveys:

WSM utilizes Global Positioning Systems (GPS) for the majority of survey operations ranging from horizontal and vertical control establishment to positioning for hydrographic survey operations. GPS provides the ability to control and / or map large areas very effectively and cost efficiently with accuracy levels that exceed many typical conventional systems. We have been involved since the infancy of GPS technology and have provided GPS support for major topographic survey operations, hydrographic survey operations, photogrammetry, boundary / platting surveys, and a multitude of specific survey operations.

Through the current contracts with agencies such as the U.S. Army Corps of Engineers, WSM has exceeded industry standards in the field of GPS surveying.

WSM has experience providing geodetic control services utilizing dual frequency receivers for such organizations as the U.S. Army Corps of Engineers, National Geodetic Survey, National Park Service, Department of Transportation, Florida Department of Environmental Protection, and numerous other governmental and private concerns. Projects have included topographic surveys utilizing Real-Time-Kinematic (RTK), ground support for airborne GPS projects and high order control surveys.

To ensure proper and accurate data collection, all field personnel have been trained by a certified Trimble representative in proper field data collection procedures for Static and Real Time Kinematic (RTK) and Global Positioning System (GPS) procedures. The course focused on error analysis. Specifically addressed were conditions, which adversely affect the quality of GPS data including Multi-path, poor dilution of precision (PDOP) and root mean square (RMS) error solutions were extensively covered. This training allows WSM personnel to understand the capabilities as well as the limitations of this technology. The training extended to the post-processing phase of GPS surveying. The course provided the means to identify and eliminate data that falls outside of project specifications.

Laser Scanning:
WSM utilizes 3D laser scanning to provide a prompt and efficient delivery of any type of project. Our staff's knowledge and experience in 3D laser scanning results in a large amount of data collected in a short span of time, which allows for lower estimated project costs and accelerated project schedules. Another advantage of using this equipment is its ability to collect all visible data eliminating the need to send a technician or crew back to the site to get additional measurements. The laser scanner will be set up in areas that a conventional field crew cannot access due to health or safety factors. The benefit of 3D laser scanning provides an opportunity to save time and money on applicable projects. WSM owns a Leica Scan Station II and Cloudworks software.

Construction Layout:
WSM's Survey services will help with every aspect of the construction process whether its control surveys, construction layout, right-of-way determination, quantity surveys, as-built surveys, temporary roadway easements or other specific purpose surveys. With our survey personnel's previous construction survey experience, we can assist to resolve any conflict during the construction phase.
Our staff is fully capable of coordinating with City staff members and the project contractors to perform incidental engineering surveys as necessary to verify and confirm the accuracy of the construction staking provided by the contractor. If we are called upon to provide these services, we will set up a tailgate meeting at the project site with all parties involved to discuss the items of interest and the procedures used by the contractor's surveyor. During this process we will also verify the horizontal/vertical control points that the contractor is basing his construction staking on. We feel it is very important during the construction phase to keep an open line of communication amongst all the project, and accessibility. Newly established points are generally station pairs or single points. WSM adds more observations when establishing station pairs to increase the number of independent occupations at each point and to provide multiple vectors between the pair. This method is proven to minimize three-dimensional positional errors, not to mention providing the redundancy required to exploit the least squares adjustment process.

Ability to Meet Required Time Frames:
WSM Team maintains a highly qualified staff and compliment of equipment to support the required services under this contract. As demonstrated in this section, WSM will provide a complete range of in-house equipment and an adequate number of qualified surveying and computing personnel including Professional Surveyors and Mappers registered in the State of Florida to oversee all survey operations.
WSM maintains a complete inventory of in-house owned equipment to accomplish the range of services identified in this Solicitation. Equipment will be available on a full time basis and shall at a minimum include: GPS equipment, conventional survey equipment, hydrographic survey equipment (single and multi-beam), and survey vehicles. We are a leader in the country, pertaining to GPS surveying using the latest in technology including OTF (On-The-Fly) RTK (Real-Time-Kinematic) GPS capabilities. WSM owns and operates an extensive inventory of Trimble Dual Frequency GPS receivers with NGS calibrated antennas.

Our Capacity to Accomplish the Work will be further enhanced by implementing a Quality Management Plan for each Task. WSM shall utilize the "Project Manager Approach" to guarantee the highest level of quality in the services provided to ensure timely and accurate deliverables are prepared for the City.
Project Managers will coordinate all tasks including contract negotiations, development of schedules, monitoring field and office operations, and reviewing final products prior to delivery. Project Managers will also prepare, implement and monitor the "Quality Management Plan", a plan developed specific to the contract to insure: Overall Quality Assurance, Proper Coordination of In-House Personnel and other Team Members (Sub consultants) and Cost Control. As part of the Quality Management Plan, Project Managers will coordinate with the City on all tasks and ensure the following are clearly understood by WSM personnel and all other Team staff members assigned to the project. Additionally, Project Managers will develop a solid and professional Project Approach (Work Plan) that will generally include the following:

-Project approach methodology
- Define deliverable components
- Define activities
- Allocate Resources
- Prepare a task sequence
- Establish and analyze milestones
- Estimate duration and assign tasks

We have utilized this Project Management Approach including the implementation of the Quality Management Plan for similar contracts with enhanced productivity and quality. Additionally, successful projects can often be associated with the effectiveness of the team process. Our Work Plan includes the "TEAM". The process will transform a group of entities into an effective team and assist the City in meeting its project goals.

	Utilization of Existing Data: WSM is proficient in utilizing existing data in any format to efficiently produce a new product. Existing data is often the basis of the deliverable in which we are striving to achieve. Web/cloud Based Solution Platforms: WSM has utilized high performance cloud based storage platforms when working with consultants and government agencies due to the efficiency, availability and security of the platform.

Demonstrated Knowledge

Provide a minimum of (2) projects in the past five (5) years that were successfully completed demonstrating the required qualifications listed above in South Florida. These submissions shall include but not be limited to reports, requests for information from regulatory agencies, problematic instances and what measures or methodology was utilized to address the issue(s), client estimate/final cost, contract performance and client satisfaction, and all other relevant details.

Provide the name, address, and telephone number of the key project members named on the projects submitted for demonstration.

Provide detailed information to include but not limited to graphics such as pictures, or supply supplemental information to illustrate key aspects of these projects.

Project - Past Five (5) years *	Name *	Address *	Telephone Number *	Email Address *	Project Start Date *	Project End Date *	Project Description *
Task U-C-05 The Links Golf Course Topographic Survey	Gail Mootz	PO Box 310 Boynton Beach, Fl 33425	561-742-6223	mootzg@bbfl.us	May 2019	June 2019	WSM was asked to prepare a Topographic Survey at the Golf Course Maintenance Building to aid in the engineering and design of new parking lot. WSM prepared a drawing detailing the existing topography including the existing storm drainage system already in place. The topographic drawing was used as the base map for the design drawing set.
Task U-C-06 Palmetto Park	Gary Dunmyer, PE	3301 Quantum Blvd, Boynton Beach, FL 33425	561-742-6231	dunmyerg@bbfl.us	September 2020	October 2020	WSM was asked to prepare a Boundary & Topographic Survey at the existing park to aid in the design of a new parking facility. The Survey included the Rights of Way for the SFWMD C-16 Canal, FEC Railroad and two public streets. Trees were located and tagged and all aboveground utilities were located and shown on the survey drawing.
Task U-C-08 Rolling Green Ridge Topographic Survey	Gary Dunmyer, PE	3301 Quantum Blvd, Boynton Beach, FL 33425	561-742-6231	dunmyerg@bbfl.us	January 2021	February 2021	WSM was asked to prepare a Topographic Survey of several roads in the Rolling Green Ridge Subdivision. The City needed to replace sidewalks and mill and re-surface the asphalt roads. A current condition Topographic Survey of the roadways was completed and an As-Built Survey was prepared after the roadway was repaved. The Right-of-Ways were established and a Boundary Survey was prepared showing the limits for the proposed concrete sidewalks. Ultimately, WSM performed a Construction Staking Survey for the City to build the new concrete sidewalks.
Task U-C-10 Boynton Beach Boulevard Cross Sections	Juan Cuesta, PE	124 E Woolbright Road, Boynton Beach, Fl 33435	561-742-6437	Cuestaj@bbfl.us	February 2020	March 2022	WSM was asked to prepare a Topographic Survey of the Eastbound lanes of Boynton Beach Boulevard at an area where an emergency repair of a ruptured water main caused damage roadway. The survey was required by FDOT to document any variations from design.

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your RFQ responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No	N/A	
Issuing organization name	Input response in comments box to the right	N/A	*
Date of Issuance	Input response in comments box to the right	N/A	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No	18	LB6225

References

Provide three (3) governmental agencies references for similar professional surveying services contracts for which the Proposer has completed or are in progress within the past three (3) years with the following information: 1) Name of Agency, 2) Name of Project, 3) Address and 4) Contact Name, Email Address, and Telephone Number.

The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email and or call each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

*** Note: The City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

New Column	Reference 1 - In Progess or Completed Project *	Reference 2 - In Progress or Completed Project *	Reference 3 - In Progress or Completed Project *	
Name of Agency:	AECOM	South Florida Water Management District	DRMP, Inc.	*
Agency Contact:	Fernando Navarrete PhD, PE	Mike Horan, PSM	Randy Tompkins, PSM, PSL	*
Contact Telephone Number:	(561) 809-6665	(561) 682-2783	Main: 904.641.0123 Direct: 904.224.2898 Cell: 904.755.4235	*
Email Address:	fernando.navarrete@aecom.com	mhoran@sfwmd.org	rtompkins@drmp.com	*
Name of Project:	City of Oakland Park Street Improvement Topographic Surveys	C-15 Canal Right-of-Way Survey	City of Melbourne Topographic and Hydrographic Survey	*
Project Description:	Right of Way, Boundary and Topographic survey for city street improvement projects.	Boundary survey of canal right of way locating encroachments onto SFWMD property.	High water line of the Indian River and designated utilities along the roadway corridor.	*
Project Address/Location:	City of Oakland Park	Delray Beach, FL	City of Melbourne	*
Project Start Date:	January 2019	January 2018	June 2021	*
Project Completion Date:	March 2019	July 2018	August 2021	*

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Sub-Consultants

The Proposer proposes the following subcontractors or subconsultants for the major areas of work for the Project. The Proposer is further notified that all subcontractors/subconsultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors/subconsultants, if required.

Owner reserves the right to reject any subcontractors/subconsultants who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors/subconsultants in order to make a determination as to the foregoing.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	license No	Percentage (%) of Contract
Keith	Broward County (Headquarters) 301 E. Atlantic Boulevard Pompano Beach, FL 33060 Broward County 2312 S. Andrews Avenue Fort Lauderdale, Fl 33316 Orange County 2948 E. Livingston Suite 100 Orlando, Fl 32803 Palm Beach County: 701 Northpoint Parkway Suite 218 West Palm Beach, Fl 33460 Miami- Dade County 5805 Blue Lagoon Drive Suite 218 Miami, Fl 33126 Leon County 210 S. Monroe Street Suite 150 Tallahassee, FL 32301	Sub-Surface Utility Detection	7928	5%
Pickett USA	Hillsborough County (Headquarters) 5010 W Nassau St, Tampa, FL 33607 Alachua County 25220 W Newberry Rd, Newberry, FL 32669 Duval County 10151 Deerwood Park Boulevard Building 300, Suite 230 Jacksonville, FL 32256 Polk County 3710 Airport Commerce Drive, Suite 10 Lakeland, FL 33811 Escambia County 109 East Garden Street Pensacola, FL 32502	Aerial Acquisition Services	LB364	5%

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Procurement forms must be completed, signed, notarized, uploaded, and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included for your submittal to be completed and accepted.

- Proposer's Qualification Statement - Proposer Qualification Statement WSM .pdf - Tuesday March 15, 2022 21:38:44
- Anti-Kickback Affidavit - Kickback Affidavit WSM .pdf - Tuesday March 15, 2022 21:39:40
- Non-Collusion Affidavit of Proposer - Nonconclusion Affidavit of Respondent WSM.pdf - Tuesday March 15, 2022 21:40:45
- Certification Pursuant to Florida Statute § 287.135 - Certification Pursuant to Florida .pdf - Tuesday March 15, 2022 21:41:42
- Current Florida Professional License, including evidence of possession of required licenses or business permits and W-9 - WSM Licenses.pdf - Tuesday March 15, 2022 21:48:06
- E-Verify Form Pursuant to Florida Statute § 448.095 - WSM E verify Form .pdf - Tuesday March 15, 2022 21:52:10
- Resumes - Project Team - WSM Resumes.pdf - Tuesday March 15, 2022 21:49:32
- Organizational Chart - WSM Organizational Chart.pdf - Tuesday March 15, 2022 21:49:10
- Supplemental Information - WSM Availability .pdf - Tuesday March 15, 2022 21:57:34
- Project Work Load of Project Management Activities - Availability of Workload.pdf - Tuesday March 15, 2022 21:50:27
- Additional Document - RFQ No. UTL22-014 .pdf - Tuesday March 15, 2022 22:02:29

Addenda & Acknowledgements

Special Conditions

It will be the responsibility of the successful Proposer to supply necessary labor for the completion of services if requested by the City of Boynton Beach.

The City by written notice may terminate in whole or in part any Contract resulting from this RFQ when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

It shall be the responsibility of the successful Proposer to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the vendor until such time as the items and/or work has been accepted by the City. The successful Proposer shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B in accordance to A.M. Best's Key Rating Guide, latest edition.

The City of Boynton Beach reserves the right, before awarding a Contract to require a Proposer to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City in making the award in the best interest of the City.

The successful Proposer shall at all times guard from damage or loss of property of the City or of other vendors, Contractors, or Consultants and shall replace and/or repair any loss or damage unless such has been proven to have been caused by the City, other vendors, Contractors, or Consultants. The City may withhold payment or make such deductions as it may deem necessary to insure reimbursement for loss or damage to property through negligence of the successful Proposer or his agent.

The City is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this Contract involves a project consistent with these goals and objectives. Consequently, the City is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its Consultant. Therefore, as the City's Consultant for this project, the Consultant assures the City that the Consultant, its employees, subcontractors and assigns will refrain from acting adverse to the City's legitimate interest in promoting the goals and objectives of this project. The Consultant agrees to take all reasonable measures necessary to effectuate these assurances. In the event the Consultant determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the City. Upon such notification, the City, in its discretion, may terminate this Contract.

PERFORMANCE EVALUATION:The awarded Consultant(s) will receive a performance evaluation by City Staff on all individual work orders. Work Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or more frequent intervals as required by the Work Order **and** at the time of Work Order or Contract completion.

Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City, to correct all deficiencies in the Consultant's services under the Work Order. All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the Work Order without the City being liable for any and all future obligations under the Work Order as determined by the City at its sole discretion. The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

The Project Coordinator shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete the "Contractor Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Coordinator shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

Contract Performance Evaluation form enclosed within this solicitation illustrates a sample evaluation form to be used by the City for the various types of services provided by the Consultant

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contractor Agreement, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its sub-contractors and lower tier sub-contractors.

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Thomas Whidden, President, Whidden Surveying and Mapping, Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 1 - UTL22-014 - Professional Survey and Mapping Wed March 9 2022 12:11 PM	☑	2

UTL22-014 - Professional Survey and Mapping Services

Opening Date: February 15, 2022 12:35 PM

Closing Date: March 16, 2022 2:30 PM

Vendor Details

Company Name:	Avirom & Associates, Inc.
Address:	50 SW 2nd Avenue, Suite 102 Boca Raton, Florida 33432
Contact:	Jennifer Simoneaux
Email:	jennifer@aviromsurvey.com
Phone:	561-392-2594 119
Fax:	561-392-2594
HST#:	59-2101822

Submission Details

Created On:	Tuesday February 22, 2022 15:38:44
Submitted On:	Tuesday March 15, 2022 17:04:40
Submitted By:	Crystal Binford
Email:	crystalbinford@bellsouth.net
Transaction #:	8e76ffc8-c080-47ee-bb9c-2ca562fe1a64
Submitter's IP Address:	73.205.3.0

Letter of interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services. The Letter of Interest shall be provided by the person authorized to bind the Proposer to the submitted RFQ.

Description	Response *
The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Letter of Interest March 16, 2022 City of Boynton Beach Finance/Procurement Services 100 East Ocean Avenue Boynton Beach, FL 33435 RE: Request for Qualifications for Professional Survey and Mapping Services RFQ No. UTL22-014 Avirom & Associates, Inc. is pleased to submit our response to the City of Boynton Beach's Request for Qualifications for Surveying Services. Established in 1981 by Michael D. Avirom, the firm is dedicated solely to the land surveying profession. The Avirom team includes 43 individuals and six registered land surveyors, three of whom are licensed drone pilots. Avirom & Associates is a qualified and experienced team of professionals who have worked together for decades to deliver services to municipalities throughout the Florida region including the Town of Palm Beach, the cities of Boca Raton, Coral Springs, Pompano Beach, Deerfield Beach, Delray Beach, West Palm Beach, Boynton Beach, Key West, Town of Lauderdale-By-The-Sea, Village of Islamorada and the Florida Counties of Martin and Monroe. Avirom & Associates' portfolio includes boundary, platting, topographic, laser scanning and route-of-line surveys to facilitate the design of community improvements. We are also proficient in construction layout, as-builts and the preparation of easements. Thank you for your consideration of our interest and qualifications as they pertain to this contract. We look forward to continuing to build upon our success with the City of Boynton Beach and to serving as the City's trusted land surveying partner. Respectfully submitted, Michael D. Avriom, P.L.S. President

Firm's Qualifications

General Requirements. The purpose of the Section is to outline the required information to demonstrate the qualifications, competence, and capacity of the Contractor seeking to undertake the requirements of this RFQ. As such, the substance of the response will carry more weight than the length, form, or manner of presentation. The Submission of qualifications should demonstrate the qualification of the Contractor and the particular staff to be assigned to this engagement. It should also specify a detailed approach that will meet or exceed the Request for Qualifications requirements.

The selected Contractor(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Contractor(s) will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFQ.

Certification and Licenses. Proposers must include with their Proposals, copy(ies) of all applicable certificates and licensing or business permits related to successful completion of the Work specified herein.

Firm's Qualifications:

a) Complete and submit Proposer's Qualification Statement.
b) Describe the Firm and provide a statement of the Firm's qualifications for performing requested consulting services. Identify the services which would be completed by your Firm's staff and those that would be provided by Sub-Consultants, if any. Identify any sub-Consultants you propose to utilize to supplement your Firm's staff.
c). If the Principal Place of Business is different than the location specified in the Proposer's Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.

Statement of Contractor's Qualifications	Response *
Provide a statement of the Firm's qualifications for performing requested consulting services. Identify the services which would be completed by your Firm's staff and those that would be provided by sub-Consultants, if any. Identify any sub-Consultants you propose to utilize to supplement your Firms staff.	Located and headquartered in the City of Boca Raton since our inception, Avriom & Associates also has branch offices in the City Key West and the City of Stuart. Our Boca Raton office, located just 12 miles from the City of Boynton Beach, will serve as the office responsible for performance and production of work related to this contract. Avirom & Associates has extensive knowledge and experience in providing the following surveying services: Engineering design surveys Boundary surveys ALTA/NSPS land title surveys Topographic surveys As-built surveys Utility locate surveys FEMA flood certifications Coastal mapping Construction surveys Permit surveys Expert witness testimony GPS control surveys Hydrographic surveys Legal descriptions Mean high water surveys Platting Plat review for compliance w/Chapter 177 Right-of-way surveys Route surveys Submerged land lease surveys Wetland location surveys 3D Laser Scanning
If the Principal Place of Business is different than the location specified in the Proposer's Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.	All work associated with this contract will be managed through our Boca Raton office.

Qualifications of Project Team & Availability of Specialty Resources

Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

Identify the principal and management staff who would be assigned to the project as follows:

a) An organizational chart the clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and Primary Project Professional. These project team members are hereafter referenced as “key project members”.

b) Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project.

c) Sub-Consultant firms and key personnel from these firms shall be clearly identified. Proposers are to recognize that the City will not allow substitution of key project members during the Contract period without the agreement of the City.

d) Availability location and workload of the proposed team including:

1. Current project work listing and remaining labor commitments
2. Historically, describe the typical number of projects handled by the Proposer’s key project managers at any given time.
3. Projected workload of project management activities as defined in the scope of services.
4. Identification of any sub-Consultant firms providing significant services that may be assigned more than five (5%) of the work.

Description	Response *
Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services.	The Avirom & Associates team offers the City of Boynton Beach an extensive resume of relevant continuing contract, municipal and private development project experience and knowledge including pertinent experience with the City of Boynton Beach. All team members are based in our Boca Raton office and will remain available to service the City of Boynton throughout the duration of this contact. Please consider the following projects delivered for the City and additional project experience contained within individual resumes: Boynton Beach CRA - Cottage District Properties 02/2016 – 06/2021 Project Scope: Sketch and descriptions; utility locations; as-builts; boundary survey; topographic survey; obtain elevations; legal descriptions; staking for fence construction Project Team: Marisha Kreitman: Draftsperson/PSM/Project Manager Satarupa Khamaru: Draftsperson Mark Jarsdoerfer, Party Chief City of Boynton Beach - Dimick & Potter Utility Stormwater and Water Improvements 04/2019 – 12/2019 Project Scope: Boundary, topographic and route of line survey Project Team: Marisha Kreitman: Draftsperson/PSM Satarupa Khamaru: Draftsperson City of Boynton Beach - Seacrest Boulevard 02/2022 Project Scope: Route of line survey Project Team: Marisha Kreitman: Draftsperson/PSM/Project Manager Satarupa Khamaru: Draftsperson Party Chief: Mark Jarsdoerfer Boynton Beach CRA - Dewey Park 09/2014 – 07/2021 Project Scope: Boundary survey and updated topographic survey Project Team: Marisha Kreitman: Draftsperson/PSM Satarupa Khamaru: Draftsperson
Provide an organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as “key project members”.	See under Step 3 Documents
Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project.	See under Step 3 Documents
Provide the Project Team / Key Project Members current project work listing and remaining labor commitments	See under Step 3 Documents
Historically, describe the typical number of projects handled by the Proposer’s key project managers at any given time.	The Avirom & Associates survey team is adept at the simultaneous management of multiple projects of varied size, scope and complexity. That said the proposed team for this contract and their workload will be managed by Project Manager, Marisha Kreitman in concert with Project Lead Surveyor, Michael J. Avirom who have worked closely with this team for many years in the delivery of successful projects for agencies throughout South Florida. Please see a list of current assignments for Marisha and Michael. Their typical project workload varies from ten to 20 projects at any given time. Project commitments, client expectations and delivery schedules remain our firm’s highest priority. A listing of Marisha a Michael’s present commitments is presented under the Projected Workload section.
Provide the Project Team / Key Project Members projected workload of project management activities as defined in the scope of services.	See under Step 3 Documents
Identify any Sub-Consultant firms providing significant services that may be assigned more than five (5%) of the work.	None Required

Approach, Demonstrated Skill Set & Innovative Ideas

Provide in concise narrative form, detailed information that demonstrates the proposer's understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for cost-effectiveness, creativity, and innovation of the proposed approach and comprehensive utilization of proposed personnel and equipment to meet deliverables.

The Project Approach and Work Plan shall demonstrate an understanding of but is not limited to, such items as:

- Topographic surveys,
- Sketch & descriptions,
- Preparation of easements,
- Record as-built surveys,
- Specific purpose surveys,
- GPS surveys,
- Laser scanning
- Construction layout,
- Ability to meet required time frames
- Utilization of existing data or management systems
- Web/Cloud-based solution platforms

Description	Response *
The response should include detailed information that demonstrates the proposer's understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for cost-effectiveness, creativity, and innovation of the proposed approach and comprehensive utilization of proposed personnel and equipment to meet deliverables.	See under Section 3 Documents - Supplemental Information

Demonstrated Knowledge

Provide a minimum of (2) projects in the past five (5) years that were successfully completed demonstrating the required qualifications listed above in South Florida. These submissions shall include but not be limited to reports, requests for information from regulatory agencies, problematic instances and what measures or methodology was utilized to address the issue(s), client estimate/final cost, contract performance and client satisfaction, and all other relevant details.

Provide the name, address, and telephone number of the key project members named on the projects submitted for demonstration.

Provide detailed information to include but not limited to graphics such as pictures, or supply supplemental information to illustrate key aspects of these projects.

Project - Past Five (5) years *	Name *	Address *	Telephone Number *	Email Address *	Project Start Date *	Project End Date *	Project Description *
Cottage District Properties for Boynton Beach CRA	Marisha Kreitman, Project Manager Satarupa Khamaru: Draftsperson Party Chief: Mark Jarsdoerfer, Party Chief	50 SW 2nd Avenue, 102 Boca Raton, FL 33432	561.392.2594	marisha@aviromsurvey.com	02/2016	06/2021	Sketch and descriptions; utility locations; as-builts; boundary survey; topographic survey; obtain elevations; legal descriptions; staking for fence construction
Town of Palm Beach Undergrounding	Michael J. Avirom, Project Manager	50 SW 2nd Avenue, 102 Boca Raton, FL 33432	561.392.2594	mavirom@aviromsurvey.com	2015	03/2021	Utilizing 3D Scanning, GPS, and conventional surveying, we have prepared engineering design/topographic surveys for the placement of underground utilities. The mapping portion, which started in May of 2015 and ended in March of 2021, was divided into 8 phases to cover the 7.8-mile town project. In addition to these design surveys, we have also been providing on-going as-built surveys, utility easements, and other requested construction staking services.
Las Olas Riverwalk for City of Fort Lauderdale	Marisha Kreitman, Project Manager	50 SW 2nd Avenue, 102 Boca Raton, FL 33432	561.392.2594	marisha@aviromsurvey.com	2013	2017	Base mapping to support the City's $86 million beach redevelopment plan. The plan involved the expansion of the Las Olas Marina, construction of parking garages and the creation of an Intracoastal promenade.
Seacrest Boulevard Route of Line Survey	Marisha Kreitman, Project Manager Satarupa Khamaru: Draftsperson Party Chief: Mark Jarsdoerfer, Party Chief	50 SW 2nd Avenue, 102 Boca Raton, FL 33432	561.392.2594	marisha@aviromsurvey.com	2022	02/2022	Preparation of Seacrest Boulevard Route of Line Survey.

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your RFQ responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	No	*
Date of Issuance	Input response in comments box to the right	NA	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

References

Provide three (3) governmental agencies references for similar professional surveying services contracts for which the Proposer has completed or are in progress within the past three (3) years with the following information: 1) Name of Agency, 2) Name of Project, 3) Address and 4) Contact Name, Email Address, and Telephone Number.

The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email and or call each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

*** Note: The City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

New Column	Reference 1 - In Progess or Completed Project *	Reference 2 - In Progress or Completed Project *	Reference 3 - In Progress or Completed Project *	
Name of Agency:	City of Boca Raton	Town of Palm Beach	Town of Lauderdale-by-the-Sea	*
Agency Contact:	Chris Cornell, Senior City Surveyor	Patricia Strayer, PE, Town Engineer	Jay Flynn, P.E., CFM Town Engineer	*
Contact Telephone Number:	561.416.3407	561.227.7056	954.258.5836	*
Email Address:	ccornnell@myboca.us	PStrayer@TownofPalmBeach.com	jflynn@flynnengineering.com	*
Name of Project:	Boca Raton Golf Course/Clubhouse/Maintenance Area	Town of Palm Beach Underground Utilities	Continuing Contract Services	*
Project Description:	Utilizing 3D Scanning, GPS, and conventional surveying, we prepared an ALTA/NSPS boundary survey for transfer of the property to the City of Boca Raton.	Utilizing 3D Scanning, GPS, and conventional surveying, we have prepared engineering design/topographic surveys for the placement of underground utilities. The mapping portion, which started in May of 2015 and ended in March of 2021, was divided into 8 phases to cover the 7.8-mile town project. In addition to these design surveys, we have also been providing on-going as-built surveys, utility easements, and other requested construction staking services.	The firm has maintained an on-going continuing contract with the Town of Lauderdale-By-The-Sea since 2017. Services associated with this contract include boundary, topographic, route-of-line, and as-built surveys as well as sketch and legal descriptions.	*
Project Address/Location:	17751 Boca Club Boulevard, Boca Raton	951 Okeechobee Road - West Palm Beach, FL 33401	Projects throughout the Town of Lauderdale-by-the-Sea	*
Project Start Date:	1997	2015	2017	*
Project Completion Date:	On-going	On-going	On-going	*

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Sub-Consultants

The Proposer proposes the following subcontractors or subconsultants for the major areas of work for the Project. The Proposer is further notified that all subcontractors/subconsultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors/subconsultants, if required.

Owner reserves the right to reject any subcontractors/subconsultants who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors/subconsultants in order to make a determination as to the foregoing.

☑ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	license No	Percentage (%) of Contract	
					*

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Procurement forms must be completed, signed, notarized, uploaded, and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included for your submittal to be completed and accepted.

- Proposer's Qualification Statement - Proposer's Qualification Statement.pdf - Saturday March 12, 2022 13:46:53
- Anti-Kickback Affidavit - Anti-Kickback Affidvavit.pdf - Saturday March 12, 2022 13:47:02
- Non-Collusion Affidavit of Proposer - Non-Collusion Affidavit.pdf - Saturday March 12, 2022 13:47:14
- Certification Pursuant to Florida Statute § 287.135 - Certification Statute 287.135.pdf - Saturday March 12, 2022 13:47:26
- Current Florida Professional License, including evidence of possession of required licenses or business permits and W-9 - Avirom & Associates Licenses and W9.zip - Tuesday March 15, 2022 08:42:00
- E-Verify Form Pursuant to Florida Statute § 448.095 - E-Verify Form 448.095.pdf - Saturday March 12, 2022 13:47:47
- Resumes - Project Team - 3 QUALIFICATIONS OF PROJECT TEAM.pdf - Tuesday March 15, 2022 16:47:48
- Organizational Chart - Organization Chart.pdf - Tuesday March 15, 2022 16:48:06
- Supplemental Information - 4 APPROACH AND EXPERIENCE WITH CITY OF BOYNTON BEACH.pdf - Tuesday March 15, 2022 16:59:15
- Project Work Load of Project Management Activities - 3d AVAILABILITY LOCATION WORKLOAD.pdf - Tuesday March 15, 2022 16:50:23
- Additional Document - Proposal Highlights and Reference Letters - Boynton Beach UTL 22-014.pdf - Tuesday March 15, 2022 16:54:17

Addenda & Acknowledgements

Special Conditions

It will be the responsibility of the successful Proposer to supply necessary labor for the completion of services if requested by the City of Boynton Beach.

The City by written notice may terminate in whole or in part any Contract resulting from this RFQ when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

It shall be the responsibility of the successful Proposer to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the vendor until such time as the items and/or work has been accepted by the City. The successful Proposer shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B in accordance to A.M. Best's Key Rating Guide, latest edition.

The City of Boynton Beach reserves the right, before awarding a Contract to require a Proposer to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City in making the award in the best interest of the City.

The successful Proposer shall at all times guard from damage or loss of property of the City or of other vendors, Contractors, or Consultants and shall replace and/or repair any loss or damage unless such has been proven to have been caused by the City, other vendors, Contractors, or Consultants. The City may withhold payment or make such deductions as it may deem necessary to insure reimbursement for loss or damage to property through negligence of the successful Proposer or his agent.

The City is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this Contract involves a project consistent with these goals and objectives. Consequently, the City is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its Consultant. Therefore, as the City's Consultant for this project, the Consultant assures the City that the Consultant, its employees, subcontractors and assigns will refrain from acting adverse to the City's legitimate interest in promoting the goals and objectives of this project. The Consultant agrees to take all reasonable measures necessary to effectuate these assurances. In the event the Consultant determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the City. Upon such notification, the City, in its discretion, may terminate this Contract.

PERFORMANCE EVALUATION:The awarded Consultant(s) will receive a performance evaluation by City Staff on all individual work orders. Work Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or more frequent intervals as required by the Work Order **and** at the time of Work Order or Contract completion.

Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City, to correct all deficiencies in the Consultant's services under the Work Order. All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the Work Order without the City being liable for any and all future obligations under the Work Order as determined by the City at its sole discretion. The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

The Project Coordinator shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete the "Contractor Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Coordinator shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

Contract Performance Evaluation form enclosed within this solicitation illustrates a sample evaluation form to be used by the City for the various types of services provided by the Consultant

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contractor Agreement, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its sub-contractors and lower tier sub-contractors.

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Michael Avirom, President, Avirom & Associates, Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 1 - UTL22-014 - Professional Survey and Mapping Wed March 9 2022 12:11 PM	☑	2

UTL22-014 - Professional Survey and Mapping Services

Opening Date: February 15, 2022 12:35 PM

Closing Date: March 16, 2022 2:30 PM

Vendor Details

Company Name:	Engenuity Group, Inc.
Address:	1280 N. Congress Ave., Ste. 101 West Palm Beach, Florida 33409
Contact:	Bradley Jackson
Email:	bjackson@engenuitygroup.com
Phone:	561-655-1151
Fax:	561-832-9390
HST#:	59-1959840

Submission Details

Created On:	Tuesday February 15, 2022 13:21:48
Submitted On:	Wednesday March 16, 2022 12:39:44
Submitted By:	Bradley Jackson
Email:	bjackson@engenuitygroup.com
Transaction #:	5a5feac4-e932-4ff9-b82a-003501bd37a8
Submitter's IP Address:	50.244.140.133

Letter of interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services. The Letter of Interest shall be provided by the person authorized to bind the Proposer to the submitted RFQ.

Description	Response *
The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	March 16, 2022 City of Boynton Beach, FL Finance/Procurement Services 100 E. Ocean Ave. Boynton Beach, FL 33435 Re: RFQ No. UTL22-014 Continuing Professional Survey & Mapping Services Dear Members of the Selection Committee: Engenuity Group, Inc. (Engenuity) is pleased to present to the City of Boynton Beach our team's qualifications to provide Land Surveying & Mapping as set forth in the Request for Qualifications (RFQ). For 40 years, Engenuity has been providing professional Land Surveying & Mapping Services in South Florida. We have made a conscious decision to specialize in being the consultant of choice for Municipalities. This niche comprises over 70 percent of our firm's business. During our tenure as a consultant to municipalities, we have completed numerous projects of similar scope. Engenuity Group is a small and minority certified business that prides itself on personal client contact. Our employees are dedicated and committed to being the best Surveying firm in the area. The majority of our clients are public agencies who have been with us for many years. Our unique customer service has resulted in numerous repeat clients. We are pleased to provide you with quality production, personalized customer service, and efficient delivery. Engenuity's reputation is a testament to our success in these efforts. We have thoroughly reviewed and are familiar with the City's Scope of Services and envision our partnership to be a great asset to the City in achieving its goals in providing right-of-way, canal, control, boundary, topographic, tree, specific purpose, ALTA, route, hydrographic, as-built, construction layout, and quantity surveys. We also have unprecedented local experience in easement research, producing sketch and legal descriptions, subsurface utilities engineering/detection, and reviewing plats and other types of surveys on behalf of the City. Through four decades of municipal work experience, we have developed clear communication channels, budgetary conscious, timely and precise production methods that we offer to the City of Boynton Beach community. Engenuity Group, Inc. currently serves the City of Boynton Beach as one of their surveyors and mappers on continuing contract and would be honored to be re-selected to continue doing so. During the last 5 years we have successfully completed the following projects through this contract as well as many others through partnerships with other consultants: • Tract 1 & 2 Boundary Survey for fence construction • Oceanfront Park Dune Mat Topographic Survey • Water Quality Laboratory - 1 Million Tank Site Topographic Survey • Gulfstream Blvd. (SE 36th Ave.) Roadway Rehabilitation Record Survey • LS708 Access Driveway Topographic Survey & Sketch & Descriptions • Rolling Green Ridge Sidewalk Rehabilitation Property Line Staking We believe we are the best qualified Team to perform these services for a number of reasons. As you will see throughout this proposal we have highly experienced professional staff with over one hundred years in combined experience in land surveying and mapping similar to the City of Boynton Beach's projects. We have decades of experience in a number of municipalities similar to Boynton Beach including but not limited to: • Town of Jupiter Island • Village of North Palm Beach • City of Riviera Beach • Town of Palm Beach • City of Lake Worth Beach • Town of Manalapan • Town of Ocean Ridge • Town of Briny Breezes • City of West Palm Beach • City of Delray Beach • City of Oakland Park • City of Miramar • City of Sunrise • Town of Lake Clarke Shores • Village of Palm Springs • Village of Wellington • City of Westlake • Town of Lake Park Engenuity Group features 34 dedicated individuals which include: 4 full-time Professional Engineers, 3 E.I.'s, 4 Professional Surveyor & Mappers, 3 S.I.T.'s and other individuals comprising of technical staff, administration, and business development/marketing. The work will be performed at our main office located at 31280 North Congress Avenue, Suite 101, West Palm Beach, FL 33409. Phone: (561) 655-1151. Our Partners include: C. Andre Rayman, P.S.M., President, Keith B. Jackson, P.E., Vice President, Lisa Tropepe, P.E., Vice President, and Adam Swaney, P.E., Director of Engineering (VP). We have been in business in South Florida for 44 Years since 1978. Engenuity Group designates client services managers for each of our continuing services clients. C. Andre Rayman, P.S.M. will be your Land Surveying & Mapping main contact for this contract. Andre's contact information is as follows: Email: arayman@engenuitygroup.com. Mobile: (561) 818-6212. On behalf of the Engenuity team, we thank you for your consideration, and hope that we have conveyed our sincerity and commitment to provide the above detailed professional services to the City of Boynton Beach. Sincerely, Engenuity Group, Inc. C. Andre Rayman, P.S.M., President

Firm's Qualifications

General Requirements. The purpose of the Section is to outline the required information to demonstrate the qualifications, competence, and capacity of the Contractor seeking to undertake the requirements of this RFQ. As such, the substance of the response will carry more weight than the length, form, or manner of presentation. The Submission of qualifications should demonstrate the qualification of the Contractor and the particular staff to be assigned to this engagement. It should also specify a detailed approach that will meet or exceed the Request for Qualifications requirements.

The selected Contractor(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Contractor(s) will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFQ.

Certification and Licenses. Proposers must include with their Proposals, copy(ies) of all applicable certificates and licensing or business permits related to successful completion of the Work specified herein.

Firm's Qualifications:

a) Complete and submit Proposer's Qualification Statement.
b) Describe the Firm and provide a statement of the Firm's qualifications for performing requested consulting services. Identify the services which would be completed by your Firm's staff and those that would be provided by Sub-Consultants, if any. Identify any sub-Consultants you propose to utilize to supplement your Firm's staff.
c). If the Principal Place of Business is different than the location specified in the Proposer's Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.

Statement of Contractor's Qualifications	Response *
Provide a statement of the Firm's qualifications for performing requested consulting services. Identify the services which would be completed by your Firm's staff and those that would be provided by sub-Consultants, if any. Identify any sub-Consultants you propose to utilize to supplement your Firms staff.	Engenuity Group, Inc. will provide all of the services listed in the RFQ in-house. We do not anticipate the need for sub-consultants at this time. The firm consists of four owners, C. Andre Rayman, P.S.M., Keith B. Jackson, P.E., Lisa A. Tropepe, P.E., Adam C. Swaney, P.E., and approximately 31 employees. C. Andre Rayman, P.S.M., joined the firm in 1988 and serves as the company's President. Keith B. Jackson, P.E. joined the firm in 1991 and serves as Vice President and Secretary. Lisa A. Tropepe, P.E., joined the firm in 1993 and also serves as Vice President and Treasurer. Adam C. Swaney, P.E. joined the firm in 2013 and became a partner in early 2017. Engenuity Group project managers are an innovative, resourceful and creative team who possess a sense of urgency and ownership that they bring to each and every project. Our principals and project managers have extensive experience in developing cost effective designs and solving challenging permitting problems. Our use of state of the art electronics in surveying and computer aided design and drafting assures our clients of accurate surveying work and rapid turnaround times. Some of our areas of expertise include boundary, topographic survey, right-of-way/route, ALTA and hydrographic surveys, construction staking, sketch legal description preparation for easements, plat review and preparation, as-built record surveys, mean high water line survey, SUE (subsurface utilities engineering/detection and mapping) special purpose survey, and quantity survey. Engenuity Group is a small business that prides itself on personal client contact. Our employees are dedicated and committed to be the best surveying firm in the area. Many of our clients are public agencies who have been with us for many years. Our unique customer service has resulted in numerous repeat clients. Because most of our clients are public agencies, we are familiar with the interaction required to communicate information. We understand that all direction comes from staff. All proposals are in writing. Telephone calls are documented with memos and meetings are documented with minutes. We are used to meeting with and presenting to council members to explain issues that are to be discussed at council meetings. Project milestones and completion dates are established before our services begin and the dates are met. PAST PERFORMANCE RECORD Engenuity Group is serious about meeting time and budget requirements. To meet time requirements, we establish a due date in writing, establish intermediate milestone dates, and we meet these dates. To meet budget requirements, we establish at the proposal stage the hours assigned for each unique task. We have software to assist us in monitoring the relationship of the work to the budget.

	Our performance record speaks for itself, as our clients will attest. We encourage you to contact our references or any one of other clients to see what they have to say about our performance record. AWARDS Outstanding Technical Achievement Award (Lisa Tropepe, P.E., 2005) for the Town of Ocean Ridge South Phase drainage project; Our work on the Palm Beach Gardens Emergency Control and Operations Center received a LEED Silver certification, which is an award in itself. Another project Engenuity Group performed all of the civil engineering design, permitting, and construction for is the Bay Colony neighborhood in Juno Beach. This project was the Gold Winner for “Best New Community 2015” by Professional Build Magazine and was awarded “Top Builder for Closings 2015” by the South Florida Business Journal. The new Norton Museum of Art that reopened in February 2019, and was designed by Sir Norman Foster of Foster + Partners, and has just received the ABC EIC Award (Associated Builders and Contractors, Inc., Excellence in Construction). Engenuity Group provided complete civil engineering and land surveying services for this project and has been working with the Norton since 2000. This project was also one of 5 finalists for the 2019 ULI Southeast Florida/Caribbean Vision Awards. We are also performing Professional Land Surveying Services on Continuing Contract for the following entities: City of Oakland Park City of Miramar City of Sunrise City of Hallandale Beach City of Pompano Beach Town of Lake Clarke Shores City of Lake Worth Town of Manalapan Village of North Palm Beach Town of Ocean Ridge Village of Palm Springs City of Riviera Beach Village of Wellington City of West Palm Beach City of Westlake City of Delray Beach Town of Lake Park City of Palm Beach Gardens School District of PBC PBCWUD School Board of Broward Co. Broward College We have also performed services for various projects at some time or another for virtually every single municipality in Palm Beach County as either a prime or a sub-consultant as well as the County itself.
If the Principal Place of Business is different than the location specified in the Proposer’s Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.	All work will be performed in our principal place of business at 1280 North Congress Avenue, Suite 101, West Palm Beach, FL 33409

Qualifications of Project Team & Availability of Specialty Resources

Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

Identify the principal and management staff who would be assigned to the project as follows:

a) An organizational chart the clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and Primary Project Professional. These project team members are hereafter referenced as “key project members”.

b) Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project.

c) Sub-Consultant firms and key personnel from these firms shall be clearly identified. Proposers are to recognize that the City will not allow substitution of key project members during the Contract period without the agreement of the City.

d) Availability location and workload of the proposed team including:

1. Current project work listing and remaining labor commitments
2. Historically, describe the typical number of projects handled by the Proposer’s key project managers at any given time.
3. Projected workload of project management activities as defined in the scope of services.
4. Identification of any sub-Consultant firms providing significant services that may be assigned more than five (5%) of the work.

Description	Response *
Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services.	Engenuity Group's project team is highly qualified to provide surveying services for the City of Boynton Beach and we have been successfully providing these services since 2017 when we were first awarded this contract. We have 4 PSM's on Staff, 3 SIT's working on their licensure, and 4 survey crews as well as other professional drafting and surveying staff to provide the best services possible to the City. We have been providing surveying services in-house since 1983 and have been a local Palm Beach County firm, specializing in government work since 1978. More information on our staff can be found later in this proposal in their resumes and commitment to our superior approach to the scope of work.
Provide an organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as “key project members”.	An organizational chart that specifies all of Engenuity Group's surveying team members can be found in the Documents section of this proposal. C. Andre Rayman, PSM will be the Client Services Manager and the primary contact and authority for this contract. Jennifer Malin, PSM and Gary Rayman, PSM will be Project Managers for general surveying tasks, and QA/QC as well as plat and survey reviews for the City respectively. Travis Morrell is a key/primary Project Professional in charge of managing and communicating with the survey crews and the client and is the point of contact for field related services.
Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project.	Resumes for the 4 Key Project Members can be found uploaded in the Documents section of this proposal.
Provide the Project Team / Key Project Members current project work listing and remaining labor commitments	The Project Team including Key Project members current projects names and remaining % of labor commitments as well as a workload chart showing everyone's time committed and available for potential City projects can be found in the Documents section of this proposal.
Historically, describe the typical number of projects handled by the Proposer’s key project managers at any given time.	Historically, Project Managers and staff handle between 5 and 10 projects at any given time. This can be adjusted as needed for the City's needs.
Provide the Project Team / Key Project Members projected workload of project management activities as defined in the scope of services.	Projected Workload can be found in the workload chart that has been provided in the documents section of this proposal.
Identify any Sub-Consultant firms providing significant services that may be assigned more than five (5%) of the work.	Engenuity Group, Inc. plans to complete all potential projects and tasks in-house and has experience in all the scopes of service listed in this RFQ. If at any time a sub-consultant needs to be used we will reach out to the City to receive express permission on the preferred consultant of the City for the specific/specialty service needed.

Approach, Demonstrated Skill Set & Innovative Ideas

Provide in concise narrative form, detailed information that demonstrates the proposer's understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for cost-effectiveness, creativity, and innovation of the proposed approach and comprehensive utilization of proposed personnel and equipment to meet deliverables.

The Project Approach and Work Plan shall demonstrate an understanding of but is not limited to, such items as:

- Topographic surveys,
- Sketch & descriptions,
- Preparation of easements,
- Record as-built surveys,
- Specific purpose surveys,
- GPS surveys,
- Laser scanning
- Construction layout,
- Ability to meet required time frames
- Utilization of existing data or management systems
- Web/Cloud-based solution platforms

Description	Response *
The response should include detailed information that demonstrates the proposer's understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for cost-effectiveness, creativity, and innovation of the proposed approach and comprehensive utilization of proposed personnel and equipment to meet deliverables.	Operations Plan / Approach: Our project development process has been proven and tested over our four decades of practice, serving countless municipal clients and special districts, earning recognition along the way. Engenuity’s professional team has streamlined this process to maintain quality while optimizing cost efficiency and delivery speed. We invite and encourage you to contact any one of our current or past clients to verify our outstanding track record! Our general project approach is described as follows: At the onset of a project, the Engenuity Group’s Project Manager will communicate with the representative of the City to develop the scope, deliverable, and delivery date. After this meeting, the Project Manager will create a proposal for review by the City’s staff. Once the proposal has been agreed upon the Project Manager will work with City’s staff to establish the fee schedule. The proposal and fee schedule agreement is followed by designation of a project team by the

Project Manager, which team will see the project to its completion. The Project Manager will be the direct liaison to the City, and will keep the City's staff updated on the team's progress on a weekly basis. The Project Manager will also assign an independent Quality Control manager for the final Quality Control of the deliverable. We will then gather existing as-built plans and documents pertaining to the area, and coordinate the efforts of our survey department to gather necessary topographic information, right-of-way information and underground utilities as marked. The Project Manager will also be responsible for providing invoices to the City in the agreed upon format, and for providing any backup information the City might request.
Additionally, Engenuity Group has a proven and specific approach to surveying projects. We understand and embrace the objectives of the City in regards to maintaining and enhancing the community in a sustainable, efficient and reliable manner. We promote green practices in our offices as well as in the field and strive to reduce our carbon footprint.
Engenuity Group will have field crews available to the City at all times. We will also coordinate work with any sub-consultants, collaborate with utility agencies and other entities. Engenuity will provide the City with Hourly Billing Rates for tasks to be performed. Upon acceptance we will expedite a fully inclusive proposal to the City for each project. We have extensive experience in submitting the required forms to municipalities prior to commencing work, and will be compliant with the City of Boynton Beach procedural policies.

LAND SURVEYING APPROACH/MANAGEMENT
Design (Topographic) Surveys
Engenuity will establish both horizontal and vertical controls on the ground using published control markers for the originating control. We are cognizant of the different vertical datum that is currently being used in the area and are committed to communicating that in our deliverables.

Boundary Surveys
In performing any boundary survey, we will establish or re-establish the boundary line on the ground or will obtain data to construct a map or plat showing the boundary line. These boundary lines will be monumented in the ground, as necessary, and a legal description will be prepared for the subject parcel.

Preparation of Sketches and Legal Descriptions
Engenuity will write legal descriptions that describe land boundaries by either a metes and bounds method or by aliquot parts. The sketch that accompanies the legal description shows all of the information referenced in the description and also states that the sketch is not a survey. The initial point in our sketch and descriptions will be tied to a government corner, a recorded corner, or some other well-established survey point.

Plat Preparation
Engenuity Group can produce any plats or re-plats that the City may require. The platting process utilizes the same Quality Control/Quality Assurance methods that we incorporate in our other survey products.

Mapping
Engenuity performs two (2) basic methods of mapping, done through either aerial (photogrammetric) or ground (field) technologies. In most circumstances, we use a combination of these two methods. The photogrammetric method allows us to map large areas economically and accurately. We will then use ground surveying to establish control and to check mapped features for accuracy.

AutoCAD Drafting
Engenuity Group gathers field data digitally and then processes it in the office using AutoCAD/Civil 3D (version 2022).
We can analyze, modify, enlarge/reduce the scale and change contour intervals in the office prior to creating hard copies of the survey. We can also depict various features on the map using a combination of points, lines, and symbols. These digital files can then be used by our GIS and engineering department for data analysis or thematic mapping.

Bathymetric/Hydrographic Surveys
Engenuity Group frequently performs both Bathymetric/Hydrographic Surveys on a regular basis being that we are located in close proximity to the ocean and Florida's many other bodies of water. Automated hydrographic surveys are conducted in strict compliance with the U.S. Army Corps of Engineers Specifications and include only the latest technological advancements in sounding and positioning equipment and navigation software. Conventional methodologies can also be incorporated when obtaining soundings. Utilizing the HyDrone-ASV to obtain depths of water and its corresponding horizontal location with real world coordinates, obtained by Trimble based GPS units, is much more efficient and safer than obtaining the same data utilizing traditional means.

Subsurface Utilities Engineering/GPR
Subsurface utility locates begin with submitting Sunshine 811 Design Tickets that show the underground utilities and the contact information per the Sunshine 811 database. As-builts, plans, and graphics are then requested from these contacts directly provided the contact information is still valid and there is not a specified alternate method of requesting resources (City of Sunrise has an online Portal to request records for city managed utilities for example). Field work begins with identifying above ground structure that relate to underground utilities, i.e., electric panels, fiber optic vaults, communication risers, water and sewer valves, and manholes. Many of these structures provide connection points to locate conductive utilities using an electromagnetic locator by sending a current from a transmitter at a specified frequency that can be picked up by a receiver. Ground Penetrating Radar is used to verify the location of larger utilities located using an Electromagnet Locator as well as to locate utilities that are not conductive and therefore cannot be located using an electromagnetic locator. Records received before field work is used to expedite the field process by indicating the areas utilities should be located. After field work is complete, Records and field data are both used to identify the horizontal location and type of utilities located on site. Finalized utility locates are then sent to the client shown on an aerial of the site or as supplementary information on an Engenuity Group official Survey.

Construction Layout/As-built Surveys
Engenuity will acquire the approved specifications prior to commencement of any surveying efforts. We will determine the appropriate number of horizontal and vertical monuments to be established, and the relationship of those monuments to construction lines, grades, and offset lines. Engenuity Group will examine and analyze the approved set of plans and compute as needed, then plan the necessary methods and procedures for conducting the construction survey.

Survey Document Review
Engenuity Group will review all plats, boundaries, and sketch and descriptions in a timely manner, following the standards in the industry. Each review will generate a comments letter.
PERFORMANCE BENCHMARKS AND PLANS
Engenuity has a clear and concise protocol for completing a project, from the beginning to the

end, where final signed and sealed survey plans are submitted to the City for review and for the use of the project Architect or Engineer. These different phases of the project, or benchmarks, allow for a time-tested and proven product to be delivered to the City with utmost accuracy. Every step is quality controlled and ultimately sent to our Quality Control Manager who gives a final review before turning it over to City Staff. These Benchmarks include:
• Horizontal & Vertical Control set-up by Field Crew Manager to ensure accuracy in the field,
• Collection of all data in the field by crews under management of experienced Crew Chief,
• Download of collected data to server for use
• in creating maps,
• Completion of first draft by AutoCAD drafters for review and redline by Project Manager,
• Revisions and fine tuning of maps,
• Penultimate check by project manager to ensure accuracy,
• Final review by Quality Control

QUALITY CONTROL
After completion of survey drawings, or any other deliverable, Engenuity Group, Inc. has a formal review period. The project will be reviewed by Gary Rayman, P.S.M., Engenuity Group's Quality Control/Quality Assurance Manager who has had no participation in the project. The review elevates the quality of the final product.

TIME FRAMES
Engenuity Group has developed procedures which can catch possible field errors during construction, by an in-house review of the work performed. It takes approximately one day to perform an in-office check of the file. Construction does not begin until review is finalized.

Engenuity Group internally schedules weekly staff meetings as well as quarterly project reviews for clients, manpower and scheduling needs. Engenuity Group uses Deltek Financial Management software which is a project management/accounting program specific to engineers/architects for project cost control and accounting. To meet budget requirements, during the proposal stage, we establish the hours assigned for each unique task.
Once a task is approved all information regarding due dates and budgets are entered into work orders in Deltek including all of those involving sub-consultants. This allows us to supervise all sub-consultants to ensure they adhere to timeframe and monetary requirements. In addition, we can input detailed information regarding the contracts that are current, making it easy to keep in compliance with all regulations and contract parameters.
After completion of construction plans, rather than immediately submitting to the government agencies for approval, Engenuity Group, Inc. has a formal review period. The project will be reviewed by one of Engenuity Group's senior project managers who has had no participation in the project. The review period takes about one week but can be sped up based on City priorities.
Engenuity Group has developed a "Quality Control Checklist" which specifically lists items to guide the Review Committee's process of approving the plans for construction. Each specific item must be addressed as to whether it is sufficient, insufficient or not applicable.
Signatures are ultimately required by all Review Committee members to stress the importance and responsibility and seriousness of our QA/QC Process.

SCHEDULING
In general, two of our team members are constantly prioritizing which projects need immediate attention and organizing our schedules—for engineering and for surveying. We ensure that work is assigned to the many resources on our team and the best combination to get the job completed.

COMMUNICATING
At Engenuity Group, Inc. we pride ourselves in keeping an open line of communication at all times. We openly share our mobile numbers and emails, in addition to the main office phone, where we can be reached at all times. We know that the City of Boynton Beach serves the citizens, and by extension so would we. We would welcome all staff and Project Managers to contact us at any time should the need arise. We provide you with our Project Manager's cell phone, so that we are always reachable.

TIME & BUDGET
Engenuity Group, Inc. takes time and budget constraints very seriously. Because the majority of our clients are municipalities and government agencies we are quite knowledgeable and experienced with managing budgets and understanding the system of processing work authorizations, as well as keeping project costs on target with the approved proposal. We are serious about meeting time and budget requirements. To meet time requirements we establish a due date in writing, establish intermediate milestone dates and we meet these dates.
To meet budget requirements we establish, at the proposal stage, the hours assigned for each unique task. We utilize software to assist us in monitoring the relationship of work progress to the budget.
Our performance record speaks for itself, as our clients will attest. We pride ourselves on minimizing effects of unforeseen variables and keeping the scope of projects on track by quickly addressing and resolving project development needs. We believe that the success of project development relies on a well set-up project that is expertly monitored and kept in close communication with the project owner.

Equipment
Our offices are outfitted with state of the art equipment and the latest software for office management/accounting, and design in order to produce the best quality, most accurate product efficiently. Engenuity Group is equipped with the following devices:
(10) GPS units:
(2) Trimble - R8-3 GNSS
(1) Trimble R8
(2) Epoch 50
(5) Spectra Precision SP60

(5) Total Stations:
(2) Topcon GST 225
(2) Topcon GST 235W
(1) Topcon ES-105

(5) Levels: G2
(2) Topcon AT-G2
Topcon RL-H3CL
Topcon DL-102 Digital
Topcon RL-H3CL Laser Level

	Vehicles: 2014 Ford F150 2013 Ford F150 2012 Ford F150 2009 Ford F150 2007 Ford F150 2006 Ford F150 12' John Boat (5) Data Loggers: Spectra Ranger TSC-3 GPR Impulse Radar-PinPointR Model: CQ00102 S/N:20167820 Electromagnet Locator Vivax Metrotech- vLoc3 RTK-Pro Model: VX226-01 S/N: 22601160308 Electromagnet Transmitter Vivax Metrotech- Loc3-10Tx Model: VX219-02 S/N: 21902162841 Software: AutoCAD 2020 Civil 3D AutoCAD 2020 LT ArcView GIS TGO Opus CorpsCon VertCon CovertToRinex Microsoft Office Pro 2013 Adobe Pro DC Pix 4d software for drone data Drones: We utilize two aerial drones operated by one of our two FAA licensed technicians: Phantom 4 Pro and the DJI Inspire 2, that has the capacity of flying for almost 30 minutes while taking 360° view range photo/video with up to 6K and can fly 50MPH, with app control. In addition, our technicians utilize a Seafloor HyDrone when needed. All of our printing needs are fulfilled in-house with a KIP7170k printer for drawings and HP LaserJet MFP for documents.

Demonstrated Knowledge

Provide a minimum of (2) projects in the past five (5) years that were successfully completed demonstrating the required qualifications listed above in South Florida. These submissions shall include but not be limited to reports, requests for information from regulatory agencies, problematic instances and what measures or methodology was utilized to address the issue(s), client estimate/final cost, contract performance and client satisfaction, and all other relevant details.

Provide the name, address, and telephone number of the key project members named on the projects submitted for demonstration.

Provide detailed information to include but not limited to graphics such as pictures, or supply supplemental information to illustrate key aspects of these projects.

Project - Past Five (5) years *	Name *	Address *	Telephone Number *	Email Address *	Project Start Date *	Project End Date *	Project Description *
Town of Briny Breezes Townwide Survey	William Thrasher, Town Manager	4802 N Ocean Blvd Briny Breezes, FL 33435	(561) 272-5495	bbmanager1963@yahoo.com	11/2021	03/2022	Engenuity Group provided a comprehensive Boundary, Topographic, and Tree survey for the entirety of the Town of Briny Breezes, FL. We also detected/collected all underground utilities information and mapped it on the survey. The purpose of the project is to collect elevations and information on seawalls to assist in the creation of a stormwater master plan to alleviate flooding in this coastal community. The total cost of the survey was $85,000 and was performed by C. Andre Rayman, Jennifer Malin, Travis Morrell, Ryan Britt, Clarence Cole, Edwin Mansell, and Mariah Anderson
Town of Jupiter Island- North Beach Road Topographic/Route Survey	Stuart Trent, PE, Town Engineer	2 Bridge Road Hobe Sound, FL 33455	772.545.0171	strent@tji.martin.fl.us	09/2017	11/2017	Engenuity Group prepared a Topographic/Route survey of Beach Road in Jupiter Island to assist our engineering department in rehabilitating the drainage and roadway sections for about 3,000 linear feet starting at the intersection of Bridge and Beach Road. Total survey Project costs were $24,500 and the work was performed by C. Andre Rayman and Jennifer Malin.
City of Westlake Survey/Plat Reviews	Suzanne Dombrowski , PE, Project Manager, Chen More & Associates, Inc.	500 Australian Ave. South, Suite 850 West Palm Beach, FL 33401	(561) 746-6900 , Ext. 1035	SDombrowski@chenmoore.com	2016	Current	Engenuity Group is working with Chen Moore & Associates who is the City Engineering for City of Westlake to review all surveys and plats to piece together this new City which was established in 2016. To this day we have reviewed 65 different projects including roadways and development sites for future housing, commercial, and other types of land to build the City. Each project typically costs around $1,500 for three reviews of the plat and final approval including official comment letters. Gary Rayman, PSM and John Rice, PSM have worked on all of these reviews.
VIllage of Wellington- Southshore Blvd. Forcemain Replacement Phase I	Chuck Cameron, Project Manager, Johnson-Davis Construcion	604 Hillbrath Drive Lantana, FL. 33462	(561) 275-7951	ccameron@johnsondavis.com	04/2021	11/2021	Engenuity Group provided Construction Staking and As-Built Surveying services to Johnson-Davis Construction on this capital improvements project for the Village of Wellington. We also provided Topographic & Route Surveying Services for the project directly to the Village for Phase I and are currently working on Phase 2 of the project. The goal of the project is to replace the aging forcemain/sewer along Southshore Blvd. C. Andre Rayman, Jennifer Malin, Travis Morrell, Alex Landry, Robert Bednar, Mariah Anderson, and Clarence Cole worked on this project. The total of all phases combined once completed will be a little over $100,000 in fees.

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your RFQ responses

Description	Response *	Comments	
Is your company a Minority Owned business?	Yes		
Please select the appropriate response	Asian		
Do you possess a certification qualifying your business as a Minority Owned business?	Yes		
Issuing organization name	Input response in comments box to the right	State Of Florida MBE	*
Date of Issuance	Input response in comments box to the right	12/17/2021-12/17/2023	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

References

Provide three (3) governmental agencies references for similar professional surveying services contracts for which the Proposer has completed or are in progress within the past three (3) years with the following information: 1) Name of Agency, 2) Name of Project, 3) Address and 4) Contact Name, Email Address, and Telephone Number.

The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email and or call each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

*** Note: The City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

New Column	Reference 1 - In Progess or Completed Project *	Reference 2 - In Progress or Completed Project *	Reference 3 - In Progress or Completed Project *	
Name of Agency:	Village of Palm Springs, FL, 226 Cypress Lane, Palm Springs, FL 33461	Village of North Palm Beach, FL, 501 US Highway One. North Palm Beach, FL 33408	Town of Lake Clarke Shores, FL, 1701 Barbados Road, Lake Clarke Shores, FL 33406	*
Agency Contact:	Kimberly Glas-Castro, AICP, Assistant Village Manager	Charles Huff, Public Works Director	Daniel Clark, P.E., Town Administrator	*
Contact Telephone Number:	561-584-8200 ext.8412	561-691-3440	561-964-1515	*
Email Address:	kglas-castro@vpsfl.org	chuff@village-npb.org	dclark@lakeclarke.org	*
Name of Project:	Continuing Professional Surveying Services	Continuing Professional Surveying Services	Continuing Professional Surveying Services	*
Project Description:	Various projects throughout Village since 2016 including plat reviews, Foxtail Palm Park Boundary & Topographic Survey, Lift Stations Rehab (8 facilities) Boundary & Topographic Survey, Lakewood Road Sidewalk Addition Topographic Survey, Creation of CRA Boundary Legal Descriptions, Cypress Lane Stormwater and Watermain Improvements Topographic Survey, and many others	Various projects throughout Village since 2003 including plat reviews, North Palm Country Club Topographic Survey and as-builts, Lighthouse Drive Topographic Survey, Anchorage Drive Topographic Survey, various surveying tasks at Anchorage Park for Improvements, Corsair Drive Topographic Survey, and many others	Various projects throughout Town since 1992 including plat reviews, Townwide Septic to Sewer Topographic Survey, Pine Tree Lane Bridge Replacement Topographic Survey, Seminole Utility Building Boundary Survey, Town Hall Topographic Survey, sketch and legal descriptions for various areas, and many others	*
Project Address/Location:	Various Locations throughout Village	Various Locations throughout Village	Various Locations throughout Town	*
Project Start Date:	2016	2003	1992	*
Project Completion Date:	Current/Still Under Contract	Current/Still Under Contract	Current/Still Under Contract	*

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Sub-Consultants

The Proposer proposes the following subcontractors or subconsultants for the major areas of work for the Project. The Proposer is further notified that all subcontractors/subconsultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors/subconsultants, if required.

Owner reserves the right to reject any subcontractors/subconsultants who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors/subconsultants in order to make a determination as to the foregoing.

☑ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	license No	Percentage (%) of Contract	
					*

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Procurement forms must be completed, signed, notarized, uploaded, and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included for your submittal to be completed and accepted.

- Proposer's Qualification Statement - Proposer’s Qualification Statement.pdf - Tuesday March 15, 2022 15:00:06
- Anti-Kickback Affidavit - ANTI-KICKBACK AFFIDAVIT.pdf - Tuesday March 15, 2022 12:05:40
- Non-Collusion Affidavit of Proposer - NON COLLUSION AFFIDAVIT OF RESPONDENT.pdf - Tuesday March 15, 2022 12:24:27
- Certification Pursuant to Florida Statute § 287.135 - CERTIFICATION PURSUANT TO FLORIDASTATUTE § 287.135.pdf - Tuesday March 15, 2022 12:12:22
- Current Florida Professional License, including evidence of possession of required licenses or business permits and W-9 - Licenses, LBTRs, W-9.pdf - Tuesday March 15, 2022 13:42:48
- E-Verify Form Pursuant to Florida Statute § 448.095 - E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES.pdf - Tuesday March 15, 2022 12:20:57
- Resumes - Project Team - Resumes.pdf - Wednesday March 16, 2022 10:37:44
- Organizational Chart - org chart.pdf - Tuesday March 15, 2022 13:57:01
- Supplemental Information - Example Experience Sheets.pdf - Wednesday March 16, 2022 12:36:30
- Project Work Load of Project Management Activities - project workload of PM activities.pdf - Tuesday March 15, 2022 18:05:07
- Additional Document - MBE, COI, Corp.pdf - Tuesday March 15, 2022 12:36:27

Addenda & Acknowledgements

Special Conditions

It will be the responsibility of the successful Proposer to supply necessary labor for the completion of services if requested by the City of Boynton Beach.

The City by written notice may terminate in whole or in part any Contract resulting from this RFQ when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

It shall be the responsibility of the successful Proposer to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the vendor until such time as the items and/or work has been accepted by the City. The successful Proposer shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B in accordance to A.M. Best's Key Rating Guide, latest edition.

The City of Boynton Beach reserves the right, before awarding a Contract to require a Proposer to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City in making the award in the best interest of the City.

The successful Proposer shall at all times guard from damage or loss of property of the City or of other vendors, Contractors, or Consultants and shall replace and/or repair any loss or damage unless such has been proven to have been caused by the City, other vendors, Contractors, or Consultants. The City may withhold payment or make such deductions as it may deem necessary to insure reimbursement for loss or damage to property through negligence of the successful Proposer or his agent.

The City is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this Contract involves a project consistent with these goals and objectives. Consequently, the City is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its Consultant. Therefore, as the City's Consultant for this project, the Consultant assures the City that the Consultant, its employees, subcontractors and assigns will refrain from acting adverse to the City's legitimate interest in promoting the goals and objectives of this project. The Consultant agrees to take all reasonable measures necessary to effectuate these assurances. In the event the Consultant determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the City. Upon such notification, the City, in its discretion, may terminate this Contract.

PERFORMANCE EVALUATION:The awarded Consultant(s) will receive a performance evaluation by City Staff on all individual work orders. Work Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or more frequent intervals as required by the Work Order **and** at the time of Work Order or Contract completion.

Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City, to correct all deficiencies in the Consultant's services under the Work Order. All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the Work Order without the City being liable for any and all future obligations under the Work Order as determined by the City at its sole discretion. The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

The Project Coordinator shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete the "Contractor Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Coordinator shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

Contract Performance Evaluation form enclosed within this solicitation illustrates a sample evaluation form to be used by the City for the various types of services provided by the Consultant

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contractor Agreement, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its sub-contractors and lower tier sub-contractors.

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - C. Andre Rayman, President, Engenuity Group, Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 1 - UTL22-014 - Professional Survey and Mapping Wed March 9 2022 12:11 PM	☑	2

UTL22-014 - Professional Survey and Mapping Services

Opening Date: February 15, 2022 12:35 PM

Closing Date: March 16, 2022 2:30 PM

Vendor Details

Company Name:	Caulfield & Wheeler, Inc
Address:	7900 Glades Rd, Suite 100 Boca Raton, Florida 33484
Contact:	Andrew Beckwith
Email:	andrew@cwiassoc.com
Phone:	561-392-1991 104
Fax:	561-750-1452
HST#:	592227059

Submission Details

Created On:	Monday March 14, 2022 15:38:40
Submitted On:	Wednesday March 16, 2022 09:21:58
Submitted By:	Andrew Beckwith
Email:	andrew@cwiassoc.com
Transaction #:	dfece989-0f27-4a4e-adbf-83930b5d2dfc
Submitter's IP Address:	162.230.145.138

Letter of interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services. The Letter of Interest shall be provided by the person authorized to bind the Proposer to the submitted RFQ.

Description	Response *
The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	City Clerk 100 East Ocean Avenue Boynton Beach, Florida, 33435 561-742-6061 Re: REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SURVEY AND MAPPING SERVICES RFQ No. UTL22-014 Dear Selection Committee, Caulfield and Wheeler, Inc., (CWI) is proud to submit the following proposal for the City of Boynton Beach (the City) Request For Qualifications (RFQ) For Professional Survey And Mapping Services, RFQ No. UTL22-014, on behalf of our Team of highly qualified SBE subcontracting partners; Ritzel Mason, and Technical Disciplines Inc. Our Team promises to provide the City with the level of professional service and timely responsiveness which you require from all of your Prime Consultants. CWI's headquarters located in Boca Raton, within Palm Beach County, will serve as the primary office of contact for this contract, with additional support as needed from our Port St. Lucie office. CWI employs 140 full-time staff, mostly at our Boca Raton office including 21 GPS field crews, 8 Professional Surveyors & Mappers, 2 high-definitional laser scanning crews, 2 unmanned aerial systems crews, as well as other dedicated Project Managers, CAD Technicians, and 6 Professional Engineers. Since 1982, CWI has specialized in topographic data acquisition, high-definition 3D laser scanning, utility location both above surface and subsurface, hydrographic and boundary surveys, high order geodetic control, as-built and construction surveys, construction layout, and a multitude of other related surveying disciplines. The Team has extensive experience in working large scale surveying and mapping projects together throughout the City and County limits. The Team has all worked together on numerous projects supporting the efforts of organizations such as the U.S. Army Corps of Engineers, Department of Transportation, and other local governments and special districts including South Florida Water Management District, Lake Worth Drainage District, & the Seminole Improvement District. We pride ourselves on our ability to respond quickly and cost effectively, while always conducting our work in a professional manner and to the highest level of standards. CWI has assembled a well-rounded Team comprised of: Sub-Surface Utility Exploration and Hydrographic Survey specialist Ritzel-Mason, Inc. (Certified SBE); Survey Support specialist & outside Quality Control support Technical Disciplines Inc. (Certified SBE). The Team owns and maintains the latest in Survey & Laser Scanning technology, employs only highly skilled personnel with expertise in the Surveying & Mapping field, and practices all the disciplines required to complete any task order from the City, regardless of location, environment or circumstance. Additionally, The Team of CWI, RM, and TDI have collectively completed hundreds of successful projects in the recent past together, including all type surveys required under this solicitation. Recently Team Members CWI and TDI collaborated to survey and lidar scan 3,800 acres in Welaka, FL, with subconsultant Optimal GEO using manned aerial lidar and photogrammetry. Ground truthing and GPS control points provided were by TDI ground field crews. As the Principal-In-Charge, Mr. David P. Lindley, PLS will personally serve as your primary Point of Contact for all work orders under this contract, overseeing all Project Management, Daily Work, Project Coordination, and final Delivery, using his forty years of experience in Professional Surveying & Mapping within the City's boundaries. CWI Vice President Mr. Jeffrey Wagner, PLS will serve as a secondary point of contact, project manager, and crew supervisor. Mr. Wagner has 40 years of surveying experience throughout the state of Florida. CWI Vice President Mr. Owen Riggs, PSM will serve as a lead Project Manager, supervising all field crews, organizing data collected, performing essential calculations, computing estimations and bids, reviewing plans and asbuilts. Mr. Ronnie Furniss, PSM, will serve as Assistant Project Manager, and Principal-In-Charge of the Port St. Lucie office of CWI. Mr. Stan Copeland, PSM, of Technical Disciplines, Inc. (SBE) will serve as independent Professional Survey & Mapping review for Quality Assurance and Quality Control throughout this project and will contribute Survey Support as needed. Mr. Dennis Ritzel, PSM and Mr. Clyde Mason, PSM will serve as Lead Project Managers of SBE Sub-Surface Utility Exploration subconsultant firm Ritzel-Mason, Inc. In addition, RM will provide Surveying support for this contract. Mr. Ralph Denuzzio of More Time To Bid, Inc. (MTTB) will provide survey support throughout this contract. MTTB specializes in aerial orthophotography and traditional land surveying. MTTB's SBE process is underway, but not yet completed. CWI and The Team promise to make themselves available day and night for the City, ready to assist your efforts, resolve your problems, and create a lasting working relationship. Mr. Lindley has managed projects for Martin County, School District of Palm Beach County, City of Delray Beach, Lake Worth Drainage District, North Palm Beach County Improvement District, Avenir Community Development District, Seminole Improvement District, and the South Florida Water Management District as a Prime & Sub-Consultant. We commit to provide the City with absolute satisfaction in our performance, deliverables, and overall professionalism. We understand our role as the Prime Consultant, which requires the organization and management of a team of consultants while maintaining a strict schedule and budget. CWI and it's Team are prepared to provide our services in any terrain or environment within the boundaries of the City. CWI commits to continue its support of local small businesses throughout South Florida, by including a minimum of 30% SBE utilization throughout the life of this contract. CWI and The Team appreciate the opportunity to provide this letter of interest and enclosed proposal. We can assure the City that both comprehensive and professional Surveying & Mapping services will be provided under this contract if awarded. Should you have any questions regarding our response to the Solicitation, please contact me directly at any time. Sincerely, David P. Lindley P.L.S.

	Caulfield and Wheeler, Inc. Senior Vice President & Director of Surveying 7900 Glades Rd, Suite 100, Boca Raton, FL 33434 Phone: 561-392-1991 Fax: 561-750-1452 Cell: 561-239-7070 Email: dave@cwiassoc.com

Firm's Qualifications

General Requirements. The purpose of the Section is to outline the required information to demonstrate the qualifications, competence, and capacity of the Contractor seeking to undertake the requirements of this RFQ. As such, the substance of the response will carry more weight than the length, form, or manner of presentation. The Submission of qualifications should demonstrate the qualification of the Contractor and the particular staff to be assigned to this engagement. It should also specify a detailed approach that will meet or exceed the Request for Qualifications requirements.

The selected Contractor(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Contractor(s) will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFQ.

Certification and Licenses. Proposers must include with their Proposals, copy(ies) of all applicable certificates and licensing or business permits related to successful completion of the Work specified herein.

Firm's Qualifications:

a) Complete and submit Proposer's Qualification Statement.
b) Describe the Firm and provide a statement of the Firm's qualifications for performing requested consulting services. Identify the services which would be completed by your Firm's staff and those that would be provided by Sub-Consultants, if any. Identify any sub-Consultants you propose to utilize to supplement your Firm's staff.
c). If the Principal Place of Business is different than the location specified in the Proposer's Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.

Statement of Contractor's Qualifications	Response *
Provide a statement of the Firm's qualifications for performing requested consulting services. Identify the services which would be completed by your Firm's staff and those that would be provided by sub-Consultants, if any. Identify any sub-Consultants you propose to utilize to supplement your Firms staff.	The City of Boynton Beach (City) is seeking the assistance of multiple highly qualified consultants with the capability to provide a variety of professional surveying and mapping services. Consultants will be tasked with assisting the efforts to support the City's 5-year plan and various tasks that arise throughout the contract. Each awarded contract will encompass an indefinite quantity of surveys with each individual task assignment negotiated on a project-by-project basis. Caulfield and Wheeler, Inc. (CWI) understands that this is a comprehensive and multi-disciplinary contract, and in response has comprised a team to fulfill every requirement. The team has the expertise, experience, and personnel / equipment resources to successfully complete every type of project, independent of size, terrain conditions or complexity. This includes the following types of projects: Right-of-Way surveys Horizontal and vertical geodetic control surveys Canal and levee cross sections and profiles Boundary surveys Topographic surveys Specific Purpose surveys Hydrographic/Bathymetric surveys [Sub: Ritzel Mason] Construction layout surveys As built/Record surveys Quantity surveys Easement Research, Preparation, Recording Laser Scanning Surveys Field reconnaissance Professional surveying and mapping review services GIS (geographic information systems) services Aerial Photogrammetry LiDAR (Ground, Truck-Mounted, UAS) Unmanned Aerial Systems (UAS) Services Sub-Surface Utility Locates (SUE) [Sub: Ritzel Mason] Prior to proceeding with any work assignment, Principals and Project Managers will review in detail, overall project objectives and scope of required services with representatives of the City. This information is subsequently discussed in detail with project field and office supervisors to ensure every aspect of the project including required deliverables are fully understood. All survey work shall be performed under the

supervision and responsible charge of Professional Surveyor and Mapper registered in the State of Florida in accordance with Chapter 472 of the Florida Statutes. All photogrammetric related work shall be performed under the supervision and responsible charge of a Professional Photogrammetric Mapper registered in the State of Florida in accordance with Chapter 472 of the Florida Statutes. All survey work shall be conducted in accordance with the Standards of Practice as set forth in Chapter 5J-17 as established by Florida's Board of Professional Surveyors and Mappers.

SUB-SURFACE UTILITY LOCATES (SUE)

CWI SBE subcontractor Ritzel-Mason is a Palm Beach County based professional services company offering a wide range of survey and mapping solutions. We bring to the table a collective 55 years in employee experience. We are laser focused on asking the right questions, understanding the results, and taking action to get it right the first time. Our mission is to use our combined experience and allocate the appropriate resources to provide the highest level of customer service through technical knowledge, hands on field experience, communication, responsiveness, and dependable delivery. Each of our assignments are tailored to the ultimate needs of our clients which allows us to allocate our resources and experience in such a way that confidently assures that Ritzel- Mason is the right choice to complete the project on time and on budget.

Ritzel-Mason specializes in most survey and mapping services, including but not limited to subsurface utility engineering (SUE), topographic, boundary, right-of-way mapping, historic baseline establishment, drone photography, construction layout, laser scanning and conventional and GPS surveying.

Ritzel-Mason follows the industry recognized ASCE 38 – "Standard Guideline for the Collection and Depiction of Existing Underground Utility Data where quality levels are noted for all utilities investigated. We treat utility issues using engineering judgement, focusing attention to properly assess the potential utilities impacted on each project. We use the latest utility detection equipment including Ground Penetrating Radar (GPR), pipe and cable locators from Radio Detection and vacuum excavation equipment for soft dig test holes.

Ritzel-Mason is proud to be certified as an SBE for Palm Beach County (including CCNA certified), the City of West Palm Beach (WPB), South Florida Water Management District (SFWMD), Florida Department of Transportation (FDOT) and Broward Health. Directors:

Dennis Ritzel, PSM, EI, has worked in the discipline of surveying and mapping since 1996. His extensive experience includes right-of-way mapping, control surveys, design surveys and sketch & legal. He is proficiency in the latest industry technology and software. Mr. Ritzel has been utilizing laser scanning equipment since 2005 and excels at all aspects of point cloud processing including full 3D modeling and corridor mapping. He has been involved with all aspects of subsurface utility engineering (SUE) since 2006 and is certified to plan and evaluate SUE processes. He is proficient in the use of unmanned aerial vehicles (UAV's) and is UAV certified to operate at a commercial level.

Clyde Mason II, PSM is an experienced Professional Surveyor and Mapper with more than a decade of experience, primarily in the South Florida area, providing right-of-way, control survey, subsurface utility engineering, and topographic design surveys. He is proficient in the latest industry technology and software. Mr. Mason is a skilled problem solver and has been involved with all aspects of subsurface utility engineering (SUE) and survey processes. Mr. Ritzel and Mr. Mason's ability to establish strong

working relationships with clients and co-workers and their commitment to consistently meet project budgets and schedules will be the key differentiators on your next project.

Through our continuous improvement programs, we strive to ensure that the CWI Team's efforts result in products and services that are increasingly reliable and efficient. Our Quality System documents methodologies, procedures, recommended practices, and defines the expectations for quality output and process evaluation methods. The Team Quality System is designed to address all service areas described in the Client's solicitation, providing a flexible approach that drives requirements into each service area for specific quality definitions For each different type of survey whether a boundary, Topographic, hydrographic or any other survey listed by the Board of Surveyors, we have developed a check list of field procedures and required items that must be on the map of survey. We ensure all employees are familiar with 5J-17.052.

Procedures are continually being, updated, developed, and refined to implement and employ throughout the production process. Prior to the submittal of any charts the map of survey is thoroughly scanned and compared to the check list to ensure that maps meet SOP. Our successful past performance on contracts with Government agencies and private industry can be attributed to our in-house Quality Assurance Plan.

Caulfield & Wheeler, Inc. (CWI) is a multi-faceted professional services firm, incorporated in October of 1982 in Palm Beach County, Florida. CWI, it's principals, and employees are comprised of five divisions: 1) professional civil engineering, 2) land surveying, 3) landscape architecture, 4) planning, and 5) unmanned aerial systems (UAS) services. Over the last forty years, CWI has been contracted by numerous municipalities, developments, and governmental agencies throughout Broward, Miami-Dade, Palm Beach, Martin, St. Lucie Indian River, & the surrounding counties.

CWI's headquarters, located at 7900 Glades Road in Boca Raton, Florida, which primarily serves the Miami-Dade, Broward, and Palm Beach County areas, perfectly situated at the intersection of Glades Rd & the Florida Turnpike. CWI's Treasure Coast office is located at 410 SE Port St. Lucie Boulevard, which serves Martin, St. Lucie, and Indian River counties.

CWI's principals have over 200 years of combined experience serving as active managers, ensuring every Project meets our technical quality standards while remaining within the Client's budget and schedule. The range of our completed projects includes new construction, redevelopment, commercial retail, mixed-use center revitalization and modifications, municipal centers, and parks, large-scale planned-unit developments, and various residential projects. CWI has completed numerous engineering designs, surveys, and landscape plans for multiple government agencies.

CWI is a leader in the application of new technology, ensuring all our work and deliverables are incredibly accurate and reliable. Hardware and software are regularly updated to maintain a competitive edge, providing the City with the most proficient and cost-effective designs. All equipment deployed by CWI for this contract, including 4x4 vehicles, total stations, 3D Laser Scanners, and RTK UAS drone systems, is owned by CWI.

CWI maintains a highly qualified professional staff and a complement of competent and experienced field personnel to support the required services. CWI will provide an adequate number of trained and qualified staff, including Civil Engineers, Project Engineers, Professional Surveyors and Mappers, GIS Technicians, LiDAR

Specialists, Project Managers, CADD Specialists, Engineering Inspectors, FAA Licensed UAS Pilots, and fully equipped field crews. These staffing resources will be available to the Client throughout the course of the contract. Personnel at CWI have been professionally trained and have the experience to provide the services required by this solicitation to the highest degree of standards.

CWI has a long and successful history throughout South Florida, serving as consulting engineers, surveyors and mappers, and landscape architects, including project planning and design, project construction, and project inspection. We remain committed to excellence and look forward to serving the full needs of the Client. CWI understands that this is a comprehensive and multi-disciplinary contract, and in response, has enlisted a team to fulfill every requirement. The Firm has the expertise, experience, personnel, and equipment resources to complete every type of Project, independent of size, terrain conditions, or complexity.

Additional Surveying Services Provided by CWI:

Automated Hydrographic Surveys
Beach nourishment & monitoring programs
Cadastral/Boundary Surveys
Channel condition and monitoring
Coastal inlet hydrographic surveys for inlet management programs
Coastal topographic surveys for beach profile monitoring programs
Control establishment for GIS programs
Control establishment for planning, design, and construction
Feature location
Inland lake and canal hydrographic surveys
Location of easements or encumbrances
Maintenance of engineering projects
Mean high water demarcation and ordinary high-water demarcation
Offshore hydrographic surveys for coastal monitoring projects
Photogrammetric and LiDAR control support
Photogrammetric verification
Plat Preparation
Pre & post dredge hydrographic surveys for quantity estimates & as-built charts
Property surveys
Recovery and location of existing rights-of-way
Research and acquisition of all previous right-of-way maps and plats
State lands boundary establishment and erosion control line recording
Surface / subsurface surveys on beaches, levees, canals, breakwaters, groins, embankments, and other similar structures
Topographic Planimetric Surveying and Mapping
Topographic surveys for construction layout and alignment and as-built purposes
Topographic surveys for detailed design of major engineering projects
Wetland and transitional area surveys for environmental programs

SFWMD SBE Subcontractor Ritzel-Mason (RM) is a Palm Beach County based professional services company offering a wide range of survey and mapping solutions. RMs bring to the table a collective 55 years in employee experience. We are laser focused on asking the right questions, understanding the results, and taking action to getting it right the first time. Our mission is to use our combined experience and allocate the appropriate resources to provide the highest level of customer service through technical knowledge, hands on field experience, communication, responsiveness, and dependable delivery. Each of our assignments are tailored to the ultimate needs of our clients which allows us to allocate our resources and experience in such a way that confidently assures that Ritzel- Mason is the right choice to complete the project on time and on budget. RM specializes in most survey and mapping services, including but not limited to subsurface utility engineering (SUE), topographic, boundary, right-of-way mapping, historic baseline establishment, drone

	photography, construction layout, laser scanning and conventional and GPS surveying. RM is proud to be certified as an SBE for Palm Beach County (including CCNA certified), the City of West Palm Beach (WPB), South Florida Water Management District (SFWMD), Florida Department of Transportation (FDOT) and Broward Health.
If the Principal Place of Business is different than the location specified in the Proposer's Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.	CWI shall conduct its business at its principal place of business at 7900 Glades Rd, Suite 100, Boca Raton, FL 33434.

Qualifications of Project Team & Availability of Specialty Resources

Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

Identify the principal and management staff who would be assigned to the project as follows:

a) An organizational chart the clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and Primary Project Professional. These project team members are hereafter referenced as "key project members".

b) Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project.

c) Sub-Consultant firms and key personnel from these firms shall be clearly identified. Proposers are to recognize that the City will not allow substitution of key project members during the Contract period without the agreement of the City.

d) Availability location and workload of the proposed team including:

1. Current project work listing and remaining labor commitments
2. Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time.
3. Projected workload of project management activities as defined in the scope of services.
4. Identification of any sub-Consultant firms providing significant services that may be assigned more than five (5%) of the work.

Description	Response *

Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services.	Caulfield & Wheeler, Inc. (CWI) is a multi-faceted professional services firm, incorporated in October of 1982 in Palm Beach County, Florida. CWI, it's principals, and employees are comprised of five divisions: 1) professional civil engineering, 2) land surveying, 3) landscape architecture, 4) planning, and 5) unmanned aerial systems (UAS) services. Over the last forty years, CWI has been contracted by numerous municipalities, developments, and governmental agencies throughout Broward, Miami-Dade, Palm Beach, Martin, St. Lucie Indian River, & the surrounding counties. CWI's headquarters, located at 7900 Glades Road in Boca Raton, Florida, which primarily serves the Miami-Dade, Broward, and Palm Beach County areas, perfectly situated at the intersection of Glades Rd & the Florida Turnpike. CWI's Treasure Coast office is located at 410 SE Port St. Lucie Boulevard, which serves Martin, St. Lucie, and Indian River counties. CWI's principals have over 200 years of combined experience serving as active managers, ensuring every Project meets our technical quality standards while remaining within the Client's budget and schedule. The range of our completed projects includes new construction, redevelopment, commercial retail, mixed-use center revitalization and modifications, municipal centers and parks, large-scale planned-unit developments, and various residential projects. CWI has completed numerous engineering designs, surveys, and landscape plans for multiple government agencies. CWI is a leader in the application of new technology, ensuring all of our work and deliverables are incredibly accurate and reliable. Hardware and software are regularly updated to maintain a competitive edge, providing the City with the most proficient and cost-effective designs. All equipment deployed by CWI for this contract, including 4x4 vehicles, total stations, 3D Laser Scanners, and RTK UAS drone systems, is owned by CWI. CWI maintains a highly qualified professional staff and a complement of competent and experienced field personnel to support the required services. CWI will provide an adequate number of trained and qualified staff, including Civil Engineers, Project Engineers, Professional Surveyors and Mappers, GIS Technicians, LiDAR Specialists, Project Managers, CADD Specialists, Engineering Inspectors, FAA Licensed UAS Pilots, and fully equipped field crews. These staffing resources will be available to the Client throughout the course of the contract. Personnel at CWI have been professionally trained and have the experience to provide the services required by this solicitation to the highest degree of standards. CWI has a long and successful history throughout South Florida, serving as consulting engineers, surveyors and mappers, and landscape architects, including project planning and design, project construction, and project inspection. We remain committed to excellence and look forward to serving the full needs of the Client. CWI understands that this is a comprehensive and multi-disciplinary contract, and in response, has enlisted a team to fulfill every requirement. The Firm has the expertise, experience, personnel, equipment resources to complete every type of Project, independent of size, terrain conditions, or complexity. Additional Surveying Services Provided by CWI: Automated Hydrographic Surveys Beach nourishment & monitoring programs Cadastral/Boundary Surveys Channel condition and monitoring Coastal inlet hydrographic surveys for inlet management programs Coastal topographic surveys for beach profile monitoring programs Control establishment for GIS programs Control establishment for planning, design, and construction Feature location Inland lake and canal hydrographic surveys Location of easements or encumbrances Maintenance of engineering projects Mean high water demarcation and ordinary high-water demarcation Offshore hydrographic surveys for coastal monitoring projects Photogrammetric and LiDAR control support Photogrammetric verification Plat Preparation Pre & post dredge hydrographic surveys for quantity estimates & as-built charts Property surveys Recovery and location of existing rights-of-way Research and acquisition of all previous right-of-way maps and plats State lands boundary establishment and erosion control line recording Surface / subsurface surveys on beaches, levees, canals, breakwaters, groins, embankments, and other similar structures Topographic Planimetric Surveying and Mapping Topographic surveys for construction layout and alignment and as-built purposes Topographic surveys for the detailed design of major engineering projects Wetland and transitional area surveys for environmental programs
Provide an organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key project members".	See provided Organizational Chart Attachment: Primary Project Professional: David P. Lindley, PLS. Project Managers: Jeffrey R. Wagner, PLS, Owen Riggs, PSM, Ronnie Furniss, PSM, Dennis Ritzel, PSM, Clyde Mason, PSM, Stan Copeland, PSM. Client Service Manager: Andrew Beckwith Outside Quality Control: Stan Copeland, PSM SUE Project Managers: Dennis Ritzel, PSM and Clyde Mason, PSM

Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project.	See attached Resumes provided. Mr. Lindley joined Caulfield & Wheeler, Inc. in 1985 and has been providing Land Surveying Services on projects throughout southeast Florida since that time. Mr. Lindley is the Director of the Land Surveying Department and supervises the Computer Automated Drafting Department of Caulfield & Wheeler, Inc. He is consistently researching publications and technical groups to ensure that Caulfield & Wheeler's survey equipment, computer hardware systems, and software is the best available technology. He has established an excellent record for successfully completing both engineering and land surveying projects for numerous public entities as well as private developers and construction contractors. Mr. Lindley has 30 years of expertise in many surveying disciplines that include Geodetic Control Surveys, Route and Location Surveys for surface and subsurface mapping of existing utilities for design plan base maps, sketch and legal descriptions for easements and parcel acquisition, Boundary Surveys, Accident Surveys, Wetland Mapping, Stormwater Mapping, Topographic Surveys, Tree Surveys and Platting. Mr. Lindley has extensive Mapping & Computer Automated Drafting experience which allows him to efficiently and accurately complete projects to the high technical standards demanded by our firm. Mr. Riggs has been Surveying in Palm Beach County since 2002, graduated from FAU with a Bachelors in Civil Engineering in 2008, and has been a licensed Surveyor & Mapper since 2013. Mr Riggs serves as a Vice President and Survey Manager of the Boca Raton office of CWI. Mr. Riggs oversees multiple field crews and teams of CAD technicians, working on multiple projects of various disciplines. Mr. Riggs has performed land surveying, construction layout, and professional surveying services on many local and regional developments of impact. Mr. Furniss has over 39 years of experience in Surveying and Mapping and joined Caulfield & Wheeler, Inc. in 2018. He and been providing land surveying services on projects throughout Florida from Baker County in Northern Florida to the Florida Keys. Mr. Furniss currently the Survey Manager for the North Division of Caulfield & Wheeler, Inc. Mr. Furniss has managed a multitude of projects including being the project manager for South Florida Water Management District surveying services contract, as well as the Reviewing Surveyor for multiple municipalities. Mr. Furniss is also very proficient in the use of AutoCAD Civil 3D, CAiCE, FDOTs EFB, CEFB, Trimble GPS Software, Hypack Hydrographic Software and the complete suite of Microsoft Office programs. He has successfully completed land surveying projects for numerous public entities as well as private developers and construction contractors. Mr. Furniss has over 39 years of expertise in many surveying disciplines that include Geodetic Control Surveys, Route and Location Surveys for surface and subsurface mapping of existing utilities for design plan base maps, sketch and legal descriptions for easements and parcel acquisition, Boundary Surveys, Hydrographic Surveys, Wetland Mapping, Stormwater Mapping, Topographic Surveys, Tree Surveys. Mr. Furniss is a member of the Florida Surveying & Mapping Society (FSMS) Florida District 6 (Palm Beach County), the American Congress of Surveying and Mapping, and the National Society of Professional Surveyors. Mr. Wagner has been surveying in South Florida and has been employed with Caulfield & Wheeler, Inc. since 1985. Mr. Wagner is responsible for the training and direction of the field survey crews and office personnel. Mr. Wagner started out as an instrument man with our Company. He then became a crew chief and started directing a field crew. After directing a field crew for many years doing boundary surveys, condominium surveys, control surveys, mean high water line surveys, route surveys, roadway work, he became licensed and began preparing work for other survey crews. Mr. Wagner has directed survey crews in numerous survey projects. Project responsibilities include roadway construction, right-of-way monumentation, boundary surveys, quantity surveys, preparation of sketches and legal descriptions for easements, land acquisition, topographic surveys, tree surveys, geodetic control surveys, Mean High Water Line surveys, and preparation of FEMA Letter of Map Revisions.
Provide the Project Team / Key Project Members current project work listing and remaining labor commitments	South Florida Water Management District (3–5-year contract), Martin County Surveying (3-5 year contract), Palm Beach Gardens GIS (3-5 year contract), Avenir CDD (ongoing contract), plus private development client projects.
Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time.	Typically, CWI project managers are given projects based on their current workload and bandwidth to accept more work. Some Project Managers require smaller workloads and others can handle larger quantities of tasks. The average number of current working projects ranges from 5-10.
Provide the Project Team / Key Project Members projected workload of project management activities as defined in the scope of services.	CWI staff and Team Members project a 70% availability in the upcoming schedule workload for this contract.
Identify any Sub-Consultant firms providing significant services that may be assigned more than five (5%) of the work.	Subsurface Utility Exploration, Hydrographic Surveying, Survey Support: Ritzel-Mason, Inc. (SBE), 5119 Beechwood Rd, Delray Beach, FL 33484, (786) 472-0358. Survey Support & Outside Quality Control: Technical Disciplines, Inc. (SBE), 1533 SE 8th Terrace, Deerfield Beach, FL 33441, 954-850-2008. Survey Support: More Time To Bid, LLC., 1512 S W Cattail Ct., Palm City, FL 34990, 772-678-8978

Approach, Demonstrated Skill Set & Innovative Ideas

Provide in concise narrative form, detailed information that demonstrates the proposer's understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for cost-effectiveness, creativity, and innovation of the proposed approach and comprehensive utilization of proposed personnel and equipment to meet deliverables.

The Project Approach and Work Plan shall demonstrate an understanding of but is not limited to, such items as:

- Topographic surveys,
- Sketch & descriptions,
- Preparation of easements,
- Record as-built surveys,
- Specific purpose surveys,
- GPS surveys,
- Laser scanning
- Construction layout,
- Ability to meet required time frames
- Utilization of existing data or management systems
- Web/Cloud-based solution platforms

Description	Response *
The response should include detailed information that demonstrates the proposer's understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for cost-effectiveness, creativity, and innovation of the proposed approach and comprehensive utilization of proposed personnel and equipment to meet deliverables.	The City of Boynton Beach (City) is seeking the assistance of multiple highly qualified consultants with the capability to provide a variety of professional surveying and mapping services. Caulfield and Wheeler, Inc. (CWI) understands that this is a comprehensive and multi-disciplinary contract, and in response has comprised a team to fulfill every requirement. The team has the expertise, experience, and personnel / equipment resources to successfully complete every type of project, independent of size, terrain conditions or complexity. This includes the following types of projects: Right-of-Way surveys Horizontal and vertical geodetic control surveys Canal and levee cross sections and profiles Boundary surveys

Topographic surveys
Specific Purpose surveys
Hydrographic/Bathymetric surveys (Ritzel Mason)
Construction layout surveys
As built/Record surveys
Quantity surveys
Easement Research, Preparation, Recording
Laser Scanning Surveys
Field reconnaissance
Professional surveying and mapping review services
GIS (geographic information systems) services
Aerial Photogrammetry

TOPOGRAPHIC & GPS SURVEYS

A topographic survey depicts the various changes in surface elevations based on a specific horizontal and vertical datum. Additionally, topographic surveys can be conducted to determine the horizontal and vertical location of select natural and manmade features or specific site features can be located based on specific instruction by the City, i.e. (break lines, utilities, limits of vegetation, wetland limits, apparent easements, native trees etc.)

CWI utilizes Real-Time Kinematic (RTK) GPS technology extensively for this type of data collection. RTK GPS technology provides an effective tool for mapping large areas with high degrees of horizontal and vertical accuracy. GPS technology has also been utilized by the Team for high order, horizontal and vertical control establishment. Should RTK be utilized for topographic mapping the geoidal-ellipsoidal modeling shall be conducted in and around the proposed mapping area. This modeling procedure described in this the Corps of Engineers Technical Manual and is mandatory if elevations are obtained using RTK GPS techniques.

Features may also be located horizontally and vertically via conventional and/or electronic methods. Location of features by conventional methods would consist of the use of theodolite/level and tape/EDM. Furthermore, total station with data collector may also be used as conditions allow. These systems enable data to be directly downloaded to computers in an AutoCAD compatible format. Methodologies yielding the more accurate results for a specific project would be employed.

We understand the importance of accurately locating surface and sub-surface utilities on the City's Topographic Surveys as well. Underground utilities can be located via visual observations, requesting digging permits to initiate the underground utility marking. Along with visual locations we can also research of the County, Town and Municipality GIS databases that include utility as-built data.

CWI also owns a 3D Laser (LiDAR) Scanner that combines high efficiency with high accuracy for a wide range of civil and surveying applications including topographic surveying, topographic mapping updates, site measurements & volumes, construction inspection and quantity surveys. From this Scanner we can provide accurate dimensions of many of the critical elements the structural/civil engineers needed for their analysis. The Team has completed several topographic surveys and include:

- Topographic surveys for monitoring programs
- Topographic surveys for detailed design of major engineering projects
- Topographic surveys for construction layout and alignment and as built purposes
- Surface / subsurface surveys on levees, canals, dams, breakwaters, embankments, and other similar structures

For specific topographic surveys, CWI will be directed by the City as to the intended use of the map. Based on the area and intended use, a topographic mapping standard shall be utilized and could include one of the generally accepted accuracy standards:

- United States National Map Accuracy Standards
- American Society of Photogrammetry (ASP)
- U.S. Department of Transportation (DOT), Surveying and Mapping Manual
- American Society of Civil Engineers (ASCE), Survey and Mapping Division Standards
- U.S. National Cartographic Standards for Spatial Accuracy

In all cases, surveys shall be conducted in strict compliance EM-1110-1-1000 for Photogrammetric Mapping, EM-1110-1-1002 Survey Markers and Monumentation, EM-1110-1-1003 NAVSTAR Global Positioning System Surveying, EM-1110-1-1004 Deformation Monitoring and Control Surveying, EM-1110-1-1005 Topographic Surveying, EM-1110-2-1003 Hydrographic Surveying, EM-1110-1-2909 Geospatial Data and System and additional specifications as directed by the City and the requirements of the State.

Typical Deliverables could include translating the survey data to AutoCAD Civil 3D, and/or ARC-INFO files and preparations of final charts. Digital Terrain Models (DTM) for contours could also be developed from the topographic data and would include breaklines and could include ridges, drainage, road edges, surface water boundaries, and other linear features implying a change in slope. Section Views could also be extracted from the DTM utilizing AutoCAD.

In accordance with the applicable State Statutes and Code, we shall also prepare a Survey Report for the specific project and furnish a digital (*.docx) file on the final CD. All final Computer Aided Drafting and Design (CADD) will be in strict compliance with the City requirements and State Statues.

PROFESSIONAL SURVEYING AND MAPPING REVIEW SERVICES, EASEMENTS, & SKETCH & LEGAL

CWI has been contracted on several projects for reviewing surveys for clients for accuracy or completeness. Currently CWI is under contract with the Palm Beach County, Florida for professional Plat conformity review services as required by Florida Statue 177.081(1) and Palm Beach County requirements.

The City can be confident that our professional survey staff ifs competent to review all phases of surveying to ensure final products are compliant with City requirements and Florida Chapter 177; Pt. I, F.S. Platting, Chapter 177; Pt. II, F.S., Chapter 161, F.S., Chapter 62B-33, F.A.C., Coastal Mapping.

CWI completes 1,000's of easement preparations, drawings, sketches, and legal descriptions for

it's many clients throughout the year, and is recognized as a leader in our industry by our peers and clients alike.

AS BUILT / RECORD SURVEYS

CWI is often called upon to field layout proposed construction facilities and verify a constructed project has been built by the contractor to the specifications prepared by the designing engineer and record variations. Generally, a map is drawn to scale and depicts of all existing improvements made on the property and their dimension and relationship to the boundary of the property.

Currently CWI is overseeing multiple large construction projects consisting of hydrographic surveys to monitor dredging activities for canals being excavated, as built of all site roadways and improvements. Final products will result in final certified as-built maps depicting conditions as they existed at completion.

CWI has also been tasked to utilize our 3D Laser (LiDAR) Scanner to obtain highly accurately three dimensional as-builts of several miles of roadway, bridges, and other similar structures.

SPECIFIC PURPOSE SURVEYS

CWI only conducts Specific Purpose Surveys when uncommon circumstances make it not possible to perform the types of surveys defined by the Florida Board of Professional Board of Surveyors and Mappers.

As an example, CWI recently conducted, and as requested by the Lake Worth Drainage District, a Specific Purpose Survey on a portion of two LWDD Canals, Palm Beach County, Florida to specifically locate and map only improvements that homeowners have constructed waterward LWDD ownership including a hydrographic survey of a portion of these canals.

HORIZONTAL AND VERTICAL GEODETIC CONTROL SURVEYS

CWI utilizes Global Positioning Systems (GPS) for the majority of survey operations ranging from horizontal and vertical control establishment to positioning for hydrographic survey operations. GPS provides the ability to control and / or map large areas very effectively and cost efficiently with accuracy levels that exceed typical conventional systems. The firm has been involved since the infancy of GPS technology and has provided GPS support for major topographic survey operations, hydrographic survey operations, photogrammetry, boundary / platting surveys, and a multitude of specific survey operations.

CWI has experience providing geodetic control services utilizing dual frequency receivers for such organizations as the U.S. Army Corps of Engineers, Department of Transportation, Florida Department of Environmental Protection, and numerous other governmental and private concerns.

To ensure proper and accurate data collection, all CWI field personnel have been trained by a certified representative in proper field data collection procedures for Static and Real Time Kinematic (RTK) and Global Positioning System (GPS) procedures. The course focused on error analysis. Specifically addressed were conditions, which adversely affect the quality of GPS data including Multi-path, poor dilution of precision (PDOP) and root mean square (RMS) error solutions were extensively covered. This training allows CWI personnel to understand the capabilities as well as the limitations of this evolving technology. The training extended to the post-processing phase of GPS surveying. The course provided the means to identify and eliminate data that falls outside of project specifications.

CWI brings to the City experienced qualified personnel who have been involved with all aspects of the capabilities and procedures required by the Federal Geodetic Control Committee's (FGCC) accuracy standards and use of GPS relative positioning techniques. These accuracy standards and techniques defined by the FGCC mandate the ONLY expectable procedures to be utilized on any order of GPS geodetic control surveys, including "A Order Classification" performed for submittal to the National Geodetic Survey database. When establishing geodetic control specific steps shall be identified to ensure an accurate network and/or control points and include the following:

Reconnaissance and planning
Monumentation
Network Design and Geometry
Instrumentation Requirements
Instrumentation Calibration
Field observations in accordance with the Federal Geodetic Control Committee
Office calculations
Analysis and Adjustment of the network to tie in with existing CERP monumentation.
Blue Book Submittals (When Required)

All the above-mentioned procedures utilized in high order control establishment are conducted in strict compliance with the following established guidelines:

Federal Geodetic Control Committee, Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques
Geodetic Benchmarks, NOAA Manual NOS NGS 1

CWI maintains the highest standard of accuracy and precision possible utilizing dual frequency GPS receivers. Our geodetic field crews operate over eight (8) GPS receivers with Real Time Kinematic (RTK) capability. CWI is a leader in the country in the field of GPS surveying and has conducted over a hundred projects utilizing dual frequency GPS receivers.

Relative to this contract the dual frequency receivers used for network surveys will record the full wavelength carrier phase and signal strength of both the L1 and L2 frequencies and track at least eight satellites simultaneously on parallel channels. Dual Frequency instruments are required for all baselines longer than 10 km. Receivers will have sufficient memory and battery power to record 6-hours of data at 15-second epochs. The antenna specifications for this contract shall include stable phase centers and choke rings or large (> 16 cm) ground planes to minimize multipath interference, and a common orientation indicator (e.g., an arrow) to point north during observations. All antenna models used shall have undergone Antenna Calibration by the National Geodetic Survey (NGS). CWI personnel are experienced and formally trained in preparing GPS Surveys.

LASER SCANNING SURVEYS

CWI is proud to offer a variety of high-definition 3D Laser Scanning solutions to complement our

traditional Land Survey techniques, to provide our clients with highly accurate deliverables. CWI utilizes the latest high-definition 3D Laser Scanning tools from Riegl including the VX-400, as well as Leica Geosystems P30 and P50 scanners. CWI is also proud to incorporate intelligent vehicle-mounted scanning systems into our workflow, allowing us to scan much larger areas in a shorter amount of time, as well as areas previously inaccessible to field crews on foot like roadways. Additionally, Caulfield & Wheeler implements multiple hand-held scanning devices, which allow us the ability to reach areas that are entirely unobtainable with a larger scanner like the inside of pipe systems, underneath utility access holes and sewer grates. The efficiency and accuracy of CWI's high-definition 3D Laser Scanning solutions supply our team and client's an invaluable amount of data, which translates into better final deliverable products.

CONSTRUCTION LAYOUT SURVEYS

CWI's Survey Division is organized to satisfy the requirements and demands of our clients, partners, and stakeholders. Lead by 40-year Florida Survey veteran David Lindley, PLS, the CWI Survey Team is comprised of multiple Project Managers who all specialize in providing as-built and record survey services along with construction layout services. CWI is prepared to offer their experience in providing construction layout services to the City, no matter the size of scope. CWI will implement is proven process for quality as-built locations of improvements and existing conditions.

CWI has been providing professional consulting services to governmental agencies and private industry for 40 years. Much of this experience has been directly under similar CCNA work order contracts. Through this extensive range of experience, we have developed strict standards and procedures for cost control, quality of work and maintaining compliance with performance schedules. We pride ourselves on our ability to produce only the highest quality of work well within time schedules and cost budgets. CWI is willing to begin work for the City immediately upon acceptance of the agreement. CWI is prepared to fulfil the contract requirements in an on-going manner and continue work for the City on an as-needed basis if requested.

CWI utilizes the latest in hardware, software, and field technology to provide the City with the highest quality and accuracy within their deliverables. CWI additionally trains and educates their staff on the most recent best practices and operating procedures to complete their tasks effectively.

CWI has been Surveying in Palm Beach County for over 40 years, which comes along with a vast array of existing data and knowledge of where to locate usable existing data cost effectively.

FIELD RECONNASSAINCE

Field reconnaissance allows us to understand the magnitude of the project including special equipment to effectively conduct the project. The first task of a project will typically include a site reconnaissance investigation. The site reconnaissance is essential for planning survey methodologies as far as optimum equipment / survey instrumentation needs and equipment / field crew transport modes. Reconnaissance will include a review of existing control networks, monument recovery, needs for setting of new monuments as necessary, and prepare updated station descriptions for found monuments.

Should the District request a Site meeting or Field Reconnaissance review prior to commencing a project, CWI's Project Managers will always attend this meeting to ensure the Scope is clearly understood by our personnel assigned to the project. Additionally, this will allow Project Managers will develop and implement a solid and Project Approach (Work Plan) and Quality Management Program.

UNMANNED AERIAL VEHICLES (UAV) SERVICES

CWI introduced Unmanned Aerial Systems (UAS) Operations into its offering of in-house professional services in 2017, utilizing survey grade mapping drones for use on large scale projects. With ground sampling data down to 0.6 In (1.5 cm) and absolute orthomosaic and digital surface model accuracy down to 0.098 Ft (3 cm), it has proven to be an invaluable asset for our aerial and topographic requirements. The data outputs include lidar point clouds in all common formats for use in DSM / DTM construction, as well as stockpile volume analysis, GeoTIFF, SID and Google Earth KML files for use in georeferenced orthomosaic aerials, and CAD based formats DXF/DWG for use in break line and contour creation. In 2021, CWI introduced the utilization of aerial lidar services with the acquisition of two Watts Innovations Prism X8 Coaxial heavy-lift drones, and a GeoCue True View 635 lidar & photogrammetry unit, based around a Riegl sensor.

CWI employee Andrew L. Beckwith holds his FAA Part 107 license and has accumulated over 500 hours of flight time on over 100 projects throughout the State of Florida. Mr. Beckwith has demonstrated a successful track record of completing and submitting applications through LAANC and the FAA Drone Zone portal for authorization to operate in restricted airspace surrounding the numerous airports throughout South Florida.

Team Member, Stan D. Copeland, PSM of Technical Disciplines, Inc. holds a Commercial Pilots License (Single and Multi-Engine), Instrument Rating as well as an Advanced Ground Instructors License and will oversee airborne operation to ensure all activities are conducted in compliance with the rules for non-hobbyist unmanned aerial systems (UAS) operations under Part 107 of the Federal aviation regulations.

UTILIZATION OF EXISTING DATA

CWI has been providing Surveying services in the Palm Beach County area for 40 years, providing us with a distinct advantage in the amount of data that we hold personally, but also have access to throughout our network of subconsultant partners and professional firms. CWI utilizes government data when available, like USGS lidar, to both provide early estimates and information of existing conditions, potentially saving clients money by not needing a field crew initially. Of course, data needs to always be triple checked for accuracy and reliability throughout the projects.

ABILITY TO MEET TIME FRAME

CWI has been providing professional consulting services to governmental agencies and private industry for 40 years. Much of this experience has been directly under similar CCNA work order contracts. Through this extensive range of experience, we have developed strict standards and procedures for cost control, quality of work and maintaining compliance with performance schedules. We pride ourselves on our ability to produce only the highest quality of work well

	within time schedules and cost budgets. CWI is willing to begin work for the City immediately upon acceptance of the agreement. CWI is prepared to fulfil the contract requirements in an on-going manner, and continue work for the City on an as-needed basis if requested. WEB & CLOUD BASED PLATFORMS CWI has established an excellent track record of utilization of the latest technology in the field, as well as in the office. Our equipment is updated consistently to remain on the top of the industry and provide our clients with the most accurate and reliable solutions and deliverables. CWI utilizes the latest in software and cloud-based solutions for databases, GIS, accounting, project management, and other business operations. CWI can effortlessly work alongside the City to integrate and adapt to the needs of the staff and IT department as a cohesive unit.

Demonstrated Knowledge

Provide a minimum of (2) projects in the past five (5) years that were successfully completed demonstrating the required qualifications listed above in South Florida. These submissions shall include but not be limited to reports, requests for information from regulatory agencies, problematic instances and what measures or methodology was utilized to address the issue(s), client estimate/final cost, contract performance and client satisfaction, and all other relevant details.

Provide the name, address, and telephone number of the key project members named on the projects submitted for demonstration.

Provide detailed information to include but not limited to graphics such as pictures, or supply supplemental information to illustrate key aspects of these projects.

Project - Past Five (5) years *	Name *	Address *	Telephone Number *	Email Address *	Project Start Date *	Project End Date *	Project Description *
Lake Worth Drainage District Various Projects	David A. Bends, P.S.M.	13081 S. Military Trail, Delray Beach, FL 33484	561 819-5559; Cell: (561)603-7903	dbends@lwdd.net	02/18	03/18	Caulfield & Wheeler, Inc. was contracted by the Lake Worth Drainage District to Survey multiple projects including the following: 8108: LWDD L-24 Canal From Military Trail To Knuth Road: performed a search for existing Right-of-Way control, then staked the East – West and North - South lines of the L-24 Canal with survey laths at 200-foot intervals and at intersecting property corners. 8109: LWDD L-41 Canal From Approximately 600 Feet South Of Spanish Isles Boulevard To The E-1 Canal: performed a search for existing Right-of-Way control, then staked the South line of the L-48 Canal with survey laths at 200-foot intervals and at intersecting property corners. 8110: LWDD L-48 Canal From Approximately 1000 Feet East Of State Road 7 To Lyons Road: performed a search for existing Right-of-Way control, then staked the South line of the L-48 Canal with survey laths at 200-foot intervals and at intersecting property corners. 8169: LWDD L-48 Canal From Interstate I -95 To A 100' +- East Of S.W.9th: CWI calculated Right-of-Way points along the LWDD Canal, using data supplied to CWI from the LWDD, then used a RTK GPS unit to search for existing Right-of-Way control and stakes. An AutoCAD file was also created based on surrounding plats and deeds then translated and rotated to GRID.
Martin County Continuing Survey Contract: SE Merritt Way, Jupiter, FL	Thomas M. Walker, Jr., P.S.M.	2401 SE Monterey Road, Stuart, FL 34996	772 288-5928	twalker@martin.fl.us	03/21	04/21	Caulfield & Wheeler, Inc. (CWI) was recently awarded a three-year continuing contract to provide surveying, mapping, lidar & aerial photogrammetry services. For an ongoing Engineering project, Martin County requested Caulfield & Wheeler, Inc provide a topographical survey of SE Merritt Way in Jupiter, FL, to supplement asbuilts needed to prepare design drawings. CWI dispatched GPS, mobile lidar, and our UAS Operations team to survey, scan, and orthophotograph the limits requested. CWI provided driveway transitions, locations, elevations of driveways and edges of pavement, material of pavement; Drainage structures with invert elevations, pipe sizes, materials, Roadway elevations every 25' interval and across the R/W & minimum 10 feet beyond. Location of fences; All utilities overhead, above and underground such as power, Tel, CA/TV, communication, water, sewer, drainage, gas ducts with sizes; Right-of-way determination, Finished Floor Elevations of houses. CWI utilized MCBOCC Surveying Log for research of County Benchmarks, Utilities Locations, Stormwater Locations, Plats, etc. The MCBOCC requested a 3-4 week turnaround time. CWI provided deliverables within 2 weeks from receipt of purchase order, with no comments from the County Survey Department or the Design Team. Deliverables were provided via digital PDF, and hard copies via FedEx. Caulfield & Wheeler, Inc. looks forward to serving the BOCC and residents of Martin County for the next three years and beyond.

Seminole Improvement District: Engineer of Record providing Surveying Support	Scott Massey or Ken Cassel	210 N. University Drive, Suite 702 Coral Springs, FL. 33071	(561) 790-1742	smassey@sidistrict.com, ken.cassel@inframark.com	2018	ongoing	CWI was selected as the District Engineer for the Seminole Improvement District aka the City of Westlake. Developer Minto plans to construct 4,546 residential units and 2.2 million square feet of commercial on the property that was formerly known as Callery-Judge Groves and known today as Westlake, which comprises almost six-square miles of land or 4,500 acres. CWI provides a complete spectrum of Engineering Design, Inspection, & Permitting services for the district and developments including plat review, plan review, permit submission, permit review, utility coordination, site visits and meetings with various agencies and utility providers. CWI's Survey Department has assisted by conducting reviews of sketch and legal descriptions, plat and deed reviews, and pod reviews. Additionally, Caulfield and Wheelers Landscape Architecture department has provided plan reviews, cost estimating, and inspection services for the district.
Boynton Beach Landfill	Mr. Gary Dunmyer, City Engineer, Boynton Beach Public Works	100 E Boynton Beach Blvd, Boynton Beach, FL 33435	561-742-6231	dunmyerG@bbfl.us	2015	2019	PO 160600: Specific Purpose Survey for Lanfill RPS, Specific Purpose Survey and Topographic Survey for the landfill repairs of washed out areas. PO 170932: Setting Property Corners at landfill. PO 191072: topographic Survey. PO 191072: Speific Purpose Topographic Survey.

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your RFQ responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No	N/A	
Please select the appropriate response	Not Applicable	N/A	
Do you possess a certification qualifying your business as a Minority Owned business?	No	N/A	
Issuing organization name	Input response in comments box to the right	N/A	*
Date of Issuance	Input response in comments box to the right	N/A	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

References

Provide three (3) governmental agencies references for similar professional surveying services contracts for which the Proposer has completed or are in progress within the past three (3) years with the following information: 1) Name of Agency, 2) Name of Project, 3) Address and 4) Contact Name, Email Address, and Telephone Number.

The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email and or call each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

*** Note: The City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

New Column	Reference 1 - In Progess or Completed Project *	Reference 2 - In Progress or Completed Project *	Reference 3 - In Progress or Completed Project *	
Name of Agency:	Lake Worth Drainage District	Martin County Continuing Survey Contract	Northern Palm Beach County Improvement District	*
Agency Contact:	David A. Bends, P.S.M.	Thomas M. Walker, Jr., P.S.M.	C. Danvers Beatty, P.E.	*
Contact Telephone Number:	Office: 561 819-5559; Cell: (561)603-7903	772 288-5928	561-624-7830	*
Email Address:	dbends@lwdd.net	twalker@martin.fl.us	danvers@npbcid.org	*
Name of Project:	Various Projects	SE Merritt Way, Jupiter, FL	Alton Palm Beach Gardens	*
Project Description:	8108: LWDD L-24 Canal From Military Trail To Knuth Road: performed a search for existing Right-of-Way control, then staked the East – West and North - South lines of the L-24 Canal with survey laths at 200-foot intervals and at intersecting property corners. 8109: LWDD L-41 Canal From Approximately 600 Feet South Of Spanish Isles Boulevard To The E-1 Canal: performed a search for existing Right-of-Way control, then staked the South line of the L-48 Canal with survey laths at 200-foot intervals and at intersecting property corners. 8110: LWDD L-48 Canal From Approximately 1000 Feet East Of State Road 7 To Lyons Road: performed a search for existing Right-of-Way control, then staked the South line of the L-48 Canal with survey laths at 200-foot intervals and at intersecting property corners. 8169: LWDD L-48 Canal From Interstate I -95 To A 100' +- East Of S.W.9th: CWI calculated Right-of-Way points along the LWDD Canal, using data supplied to CWI from the LWDD, then used a RTK GPS unit to search for existing Right-of-Way control and stakes. An AutoCAD file was also created based on surrounding plats and deeds then translated and rotated to GRID.	Caulfield & Wheeler, Inc. (CWI) was recently awarded a three-year continuing contract to provide surveying, mapping, lidar & aerial photogrammetry services. For an ongoing Engineering project, Martin County requested Caulfield & Wheeler, Inc provide a topographical survey of SE Merritt Way in Jupiter, FL, to supplement asbuilts needed to prepare design drawings. CWI dispatched GPS, mobile lidar, and our UAS Operations team to survey, scan, and orthophotograph the limits requested. CWI provided driveway transitions, locations, elevations of driveways and edges of pavement, material of pavement; Drainage structures with invert elevations, pipe sizes, materials, Roadway elevations every 25' interval and across the R/W & minimum 10 feet beyond. Location of fences; All utilities overhead, above and underground such as power, Tel, CA/TV, communication, water, sewer, drainage, gas ducts with sizes; Right-of-way determination, Finished Floor Elevations of houses. CWI utilized MCBOCC Surveying Log for research of County Benchmarks, Utilities Locations, Stormwater Locations, Plats, etc. The MCBOCC requested a 3-4 week turnaround time. CWI provided deliverables within 2 weeks from receipt of purchase order, with no comments from the County Survey Department or the Design Team. Deliverables were provided via digital PDF, and hard copies via FedEx. Caulfield & Wheeler, Inc. looks forward to serving the BOCC and residents of Martin County for the next three years and beyond.	Caulfield & Wheeler Inc. was the Engineer and Land Survey Consultant for the 684 Acre, 1,400 Unit, Mixed Use Development. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development. Caulfield & Wheeler's Engineering and Survey departments worked together with developer Kolter Homes, to provide a vast array of services including but not limited to: boundary surveys, specific purpose surveys, gps surveys, calculations, stakeouts, asbuilts, 3D laser scanning, sketch and legal descriptions, mortgage exhibits, team meetings, permit review and submission, project management, locations, construction engineering inspection, plat revisions, utility easements and utility coordination.	*
Project Address/Location:	Various Locations in Palm Beach County	SE Merritt Way, Jupiter, FL	1010 Faulkner Terrace, Palm Beach Gardens, FL 33418	*
Project Start Date:	02/18	03/21	2014	*
Project Completion Date:	03/18	04/21	ongoing	*

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Sub-Consultants

The Proposer proposes the following subcontractors or subconsultants for the major areas of work for the Project. The Proposer is further notified that all subcontractors/subconsultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors/subconsultants, if required.

Owner reserves the right to reject any subcontractors/subconsultants who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors/subconsultants in order to make a determination as to the foregoing.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	license No	Percentage (%) of Contract	
Ritzel-Mason, Inc. (SBE)	5119 Beechwood Rd, Delray Beach, FL 33484	Subsurface Utility Exploration, Hydrographic Surveying, Survey Support	LB8265	CWI commits to 30% SBE utilization throughout this contract.	*
Technical Disciplines, Inc. (SBE)	1533 SE 8th Terrace, Deerfield Beach, FL 33441	Survey Support, Outside Quality Control	LB8123	CWI commits to 30% SBE utilization throughout this contract.	
More Time To Bid, LLC. (SBE Process Underway.)	1512 S W Cattail Ct., Palm City, FL 34990	Survey Support, UAS Support	N/A	CWI commits to 30% SBE utilization throughout this contract.	

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Procurement forms must be completed, signed, notarized, uploaded, and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included for your submittal to be completed and accepted.

- Proposer's Qualification Statement - ProposersQualificationStatement-Executed.pdf - Tuesday March 15, 2022 13:53:02
- Anti-Kickback Affidavit - AntiKickbackAffidavit-Executed.pdf - Tuesday March 15, 2022 12:46:24
- Non-Collusion Affidavit of Proposer - NonCollusionAffidavit-Executed.pdf - Tuesday March 15, 2022 12:46:33
- Certification Pursuant to Florida Statute § 287.135 - CertificationStatement_Executed.pdf - Tuesday March 15, 2022 12:46:43
- Current Florida Professional License, including evidence of possession of required licenses or business permits and W-9 - Licenses.pdf - Tuesday March 15, 2022 13:06:24
- E-Verify Form Pursuant to Florida Statute § 448.095 - E-verifyForm-Executed.pdf - Tuesday March 15, 2022 13:08:33
- Resumes - Project Team - Resumes.pdf - Wednesday March 16, 2022 09:18:18
- Organizational Chart - OrgChartFinal.pdf - Tuesday March 15, 2022 13:31:42
- Supplemental Information - Supplemental.pdf - Tuesday March 15, 2022 13:35:36
- Project Work Load of Project Management Activities - Workload.pdf - Tuesday March 15, 2022 13:40:33
- Additional Document - Additional.pdf - Wednesday March 16, 2022 09:20:15

Addenda & Acknowledgements

Special Conditions

It will be the responsibility of the successful Proposer to supply necessary labor for the completion of services if requested by the City of Boynton Beach.

The City by written notice may terminate in whole or in part any Contract resulting from this RFQ when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

It shall be the responsibility of the successful Proposer to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the vendor until such time as the items and/or work has been accepted by the City. The successful Proposer shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B in accordance to A.M. Best's Key Rating Guide, latest edition.

The City of Boynton Beach reserves the right, before awarding a Contract to require a Proposer to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City in making the award in the best interest of the City.

The successful Proposer shall at all times guard from damage or loss of property of the City or of other vendors, Contractors, or Consultants and shall replace and/or repair any loss or damage unless such has been proven to have been caused by the City, other vendors, Contractors, or Consultants. The City may withhold payment or make such deductions as it may deem necessary to insure reimbursement for loss or damage to property through negligence of the successful Proposer or his agent.

The City is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this Contract involves a project consistent with these goals and objectives. Consequently, the City is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its Consultant. Therefore, as the City's Consultant for this project, the Consultant assures the City that the Consultant, its employees, subcontractors and assigns will refrain from acting adverse to the City's legitimate interest in promoting the goals and objectives of this project. The Consultant agrees to take all reasonable measures necessary to effectuate these assurances. In the event the Consultant determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the City. Upon such notification, the City, in its discretion, may terminate this Contract.

PERFORMANCE EVALUATION:The awarded Consultant(s) will receive a performance evaluation by City Staff on all individual work orders. Work Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or more frequent intervals as required by the Work Order **and** at the time of Work Order or Contract completion.

Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City, to correct all deficiencies in the Consultant's services under the Work Order. All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the Work Order without the City being liable for any and all future obligations under the Work Order as determined by the City at its sole discretion. The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

The Project Coordinator shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete the "Contractor Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Coordinator shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

Contract Performance Evaluation form enclosed within this solicitation illustrates a sample evaluation form to be used by the City for the various types of services provided by the Consultant

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contractor Agreement, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its sub-contractors and lower tier sub-contractors.

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - David Lindley, Senior Vice President & Director of Surveying, Caulfield & Wheeler, Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 1 - UTL22-014 - Professional Survey and Mapping Wed March 9 2022 12:11 PM	☑	2

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Proposed Resolution No. R22-86 - Approve Waiver of Right of First Refusal for the house belonging to Anitra Burgess Located at 504 N.W. 11th Avenue, Boynton Beach, Florida 33435.

Explanation of Request:
The House belonging to Anitra Burgess Located at 504 N.W. 11th Avenue, Boynton Beach, Florida 33435 was purchased with the assistance of the State Housing Initiatives Partnership (SHIP) Program. $75,000 of the SHIP Program was secured by a thirty (30) year interest-free deferred loan (second mortgage), as well as an Agreement for Right of First Refusal. This deferred payment loan was issued on March 23, 2007, under the guidelines of the City of Boynton Beach 2006-2009 SHIP Local Housing Assistance Plan (LHAP).

The City has no interest or funding available to purchase the house; therefore, the City has been requested to waive the Right of First Refusal so the property can be sold.

How will this affect city programs or services?

Fiscal Impact: The City stands to recoup $75,000 of SHIP funds, plus approximately $72,724.74 in shared equity that would be returned to the SHIP program for future use.

Alternatives: Not waive the Right of First Refusal.

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Resolution	Resolution approving Waiver of Right of First Refusal
Addendum	Agreement for Right of First Refusal - Anitra Burgess

RESOLUTION NO. R22 -

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING WAIVER OF RIGHT OF FIRST REFUSAL FOR THE HOUSE BELONGING TO ANITRA BURGESS LOCATED AT 504 N.W. 11TH AVENUE, BOYNTON BEACH, FLORIDA 33435; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the house belonging to Anitra Burgess Located at 504 N.W. 11th Avenue, Boynton Beach, Florida 33435 was purchase with the assistance of the State Housing Initiatives Partnership (SHIP) Program; and

WHEREAS, the amount of $75,000 of the SHIP Program was secured by a thirty (30) year interest-free deferred loan (second mortgage), as well as an Agreement for Right of First Refusal; and

WHEREAS, the City has no interest or funding available to purchase the house; therefore, the City has been requested to waive the Right of First Refusal so the property can be sold; and

WHEREAS, any funds that the City receives as a result of the sale would be deposited into the SHIP fund and used for future housing related projects/programs; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve Waiver of Right of First Refusal for the house belonging to Anitra Burgess Located at 504 N.W. 11th Avenue, Boynton Beach, Florida 33435.

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

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

Section 2. That the City Commission of the City of Boynton Beach does hereby approve Waiver of Right of First Refusal for the house belonging to Anitra Burgess Located at 504 N.W. 11th Avenue, Boynton Beach, Florida 33435.

Section 3. That this Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this ____ day of _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

Return to:
LEWIS, LONGMAN & WALKER, P.A.
ATTORNEYS AT LAW
1700 Palm Beach Lakes Boulevard
Suite 1000
West Palm Beach, Florida 33401

This Instrument was Prepared By:
The City of Boynton Beach
Post Office Box 310
Boynton Beach, Florida 33425

CFN 20070256595
OR BK 21771 PG 1734
RECORDED 05/25/2007 10:29:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1734 - 1736; (3pgs)

AGREEMENT FOR RIGHT OF FIRST REFUSAL

THIS AGREEMENT FOR RIGHT OF FIRST REFUSAL, made on this 23 day of May, 2007, by and between:

Anitra Burgess, a single woman,

(hereinafter "Borrowers") and the CITY OF BOYNTON BEACH, a Florida municipal corporation (hereinafter the "CITY"), is being entered into simultaneously with the execution of and delivery of a Third Mortgage and Security Agreement to the CITY encumbering certain real property situate, lying and being in the County of Palm Beach, State of Florida, (hereinafter the "Mortgaged Property") more particularly described as follows:

The East 19 Feet of Lot 298 and all of Lot 299, CHERRY HILLS SUBDIVISION, as recorded in Plat Book 4, Page 58, of the Public Records of Palm Beach County, Florida.

WHEREAS, the Borrowers have simultaneously executed a Second Mortgage and Security Agreement instituted under the SHIP Program of the City of Boynton Beach, in which the CITY agrees to an interest free deferred payment loan, payable upon default or sale of the Mortgaged Property in accordance to the terms of the Note;

WHEREAS, the City Commission has adopted the Local Housing Assistance Plan by Resolution No. R06-088 and the new guidelines provide for the CITY'S Right of First Refusal on the Mortgaged Property.

NOW THEREFORE, in consideration of mutual covenants, the parties hereby agree and warrant that:

1. Borrowers hereby acknowledge and agree that CITY shall have a Right of First Refusal with respect to the Mortgaged Property in accordance with the terms set forth herein.

2. The Right of First Refusal shall afford the CITY the right to purchase from Borrowers the Mortgaged Property for the same purchase price as set forth in a written valid offer of a contract for sale and purchase tendered by a third party in an arms length transaction, provided that the purchase price represents the appraised fair market value of the Mortgaged Property and Borrowers provide written notice to City of their desire to accept said offer of a contract for sale and purchase.

3. CITY agrees to exercise or waive its Right of First Refusal within forty five (45) days of receipt of written notification with copy of a bona fide offer or proposed contract for purchase from a third party and copy of the appraisal.

4. In the event the CITY elects not to exercise the Right of First Refusal as provided for in Section 3 above, then in that event, the CITY agrees to tender a written document in recordable form which would serve to release, terminate and waive its Right of First Refusal with a release or acknowledgement upon the actual closing of the Mortgaged Property.

5. In the event the CITY exercises its election to purchase the Mortgaged Property pursuant to this Right of First Refusal, Borrowers shall be obligated and bound to enter into the agreed contract with the CITY and to fully perform its terms.

6. If the CITY after exercising its Right of First Refusal, defaults or fails to close in accordance with the terms of the contract for sale and purchase, then the Right of First Refusal shall terminate and be cancelled, null and void.

7. This Right of First Refusal shall not apply to any conveyance made by Borrowers to a trust, to any relative by blood or to a spouse, but in any event, the right of first refusal shall survive and be enforceable notwithstanding any such conveyance.

8. In the event of any of the Borrower's death, this Right of First Refusal shall be binding upon their successor and heirs.

9. The parties agree to simultaneously execute and record this Agreement in the Public Records of Palm Beach County, Florida.

10. This Agreement shall be deemed to be a covenant running with the land.

11. In the event of any litigation that arises out of the enforcement of this Agreement, the prevailing party shall be entitled to recovery of all costs and attorney fees expendable to enforce this Agreement

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in our presence:

WITNESS Jessica Bollman

WITNESS

WITNESS

WITNESS

BORROWERS:

MORTGAGOR

Anitra Burgess
PRINT NAME

MORTGAGOR

PRINT NAME

S:\Community Improvement\SHIP\MTG\Burgess Agreement for Right of First Refusal.doc

CITY OF BOYNTON BEACH, a Florida municipal corporation

By: Brenda Cornelius

Title: Affordable Housing Administrator

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this ____day of _____, 2007 by _____, who is personally known to me or has produced a Florida Driver's License as identification.

NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 23 day of May, 2007 by Brenda J. Cornelius, as Affordable Housing Admin. of the **City of Boynton Beach**, on behalf of the City, who is personally known to me or has produced a Florida Driver's License as identification.

Notary Public State of Florida
Debbie A Reamenyder
My Commission DD495810
Expires 12/02/2009

NOTARY PUBLIC

This instrument was prepared by:

The City Of Boynton Beach
Post Office Box 310
Boynton Beach, Florida 33425-0310
Return to: LEWIS, LONGMAN & WALKER, P.A.
ATTORNEYS AT LAW
1700 Palm Beach Lakes Boulevard
Suite 1000
West Palm Beach, Florida 33401

CFN 20070256594
OR BK 21771 PG 1723
RECORDED 05/25/2007 10:29:00
Palm Beach County, Florida
AMT 75,000.00
Deed Doc 262.50
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1723 - 1733; (11pgs)

SECOND MORTGAGE AND SECURITY AGREEMENT

THIS SECOND MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), made this 23rd day of May, 2007 between Anitra Burgess, a single woman, whose post office address is: 3568 East Sandpiper Drive, #1, Boynton Beach, Florida 33436 (hereinafter called "Mortgagor") and THE CITY OF BOYNTON BEACH, a Florida municipal corporation, as Mortgagee and Secured Party, whose post office address is: 100 East Boynton Beach, Florida 33435, (hereinafter called the "Mortgagee").

W I T N E S S E T H:

WHEREAS, Anitra Burgess, a single woman, is justly indebted to the Mortgagee in the principal sum of Seventy Five Thousand and 00/100 Dollars ($75,000.00) as evidenced by a certain Promissory Note ("Note") of even date herewith, executed by and delivered to Mortgagee, payable according to the terms therein provided, and by reference being a part hereof to the same extent as though set out in full herein; and

WHEREAS, this second mortgage is an interest-free deferred payment loan instituted under the City of Boynton Beach SHIP Program in which the Mortgagor holds the note and mortgage, and the loan will be paid upon the sale of the property if sold short of the term of the first mortgage or upon Mortgagor's default.

NOW THIS INDENTURE WITNESSETH, to secure the performance and observance by Anitra Burgess of all the covenants, conditions and agreements in the Note, this Second Mortgage, and any other instrument, agreement or document collateral to or executed or delivered in connection with the loan transaction, (collectively the "Loan Documents"), and in order to charge the properties, interest and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of TEN ($10.00) DOLLARS paid by Anitra Burgess and for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warranty and confirm unto the Mortgagee, its successors and assigns forever;

ALL that certain piece, parcel or tract of land in which the Mortgagor has a fee simple interest situate in the County of Palm Beach, State of Florida (hereinafter called the "Land"), more particularly described as follows:

> The East 19 Feet of Lot 298 and all of Lot 299, CHERRY HILLS SUBDIVISION, as recorded in Plat Book 4, Page 58 of the Public Records of Palm Beach County, Florida.

Property address: 504 N.W. 11th Avenue, Boynton Beach, Florida 33435

PCN: 08-43-45-21-14-000-2981

TOGETHER WITH all lands, buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, furniture and other personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in, on, or used or intended to be used in connection with the operation of the Land, building, structures or other improvements, betterments, renewals, and replacements to any of the foregoing; and all of the right, title and interest of the Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by the Mortgagor or on Mortgagor's behalf;

TOGETHER WITH a security interest in (i) all property, equipment and fixtures affixed to or located on the Mortgaged Property, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the real property, (ii) all articles of personal property and all materials delivered to the Mortgaged Property for the use and operation of said property or for use in any construction being conducted thereon, and owned by Mortgagor; (iii) all contract rights, including construction contracts, service contracts, advertising contracts, purchase orders, equipment leases, all other contract rights associated with the Mortgaged Property, general intangibles, actions and rights of action, all deposits prepaid expenses, permits, licenses, including all rights to insurance proceeds, (iv) all right, title and interest of the Mortgagor in all trade names and trademarks hereinafter used in connection with the use of the Mortgaged Property, and (v) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing. Mortgagor hereby grants to Mortgagee, as a secured party, a security interest in all fixtures, rights in action and personal property described herein. This Mortgage is a self-operative security agreement with respect to such property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. In addition to those specified herein Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

ARTICLE ONE

PARTICULAR COVENANTS OF MORTGAGE

1.01 Performance of Note and Mortgage. The Mortgagor will perform, observe and comply with all provisions hereof, of the Promissory Note (hereinafter referred to as "Note") secured hereby and any of the other Loan Documents, and will promptly pay to the Mortgagee the sum of money expressed in the Promissory Note with interest thereof and all other sums required to be paid by the Mortgagor pursuant to the provisions of the Amended and Restated Note and the Mortgage on the day or days when payment shall become due, all without deduction or credit for taxes or other similar charges paid by the Mortgagor, time being of the essence for such payments. The Loan secured by this mortgage shall be paid to the Mortgagee without interest upon sale of the property and shall be for the term of the first mortgage. If the property is not sold prior to the expiration of the first mortgage, then the loan shall be fully forgiven and nothing shall be owed.

1.02 Warranty of Title. The Mortgagor covenants that it is indefeasibly seized of the Land in fee simple, has good, marketable and absolute title to the Mortgaged Property and has full power and lawful right to convey and mortgage the same in the manner and form aforesaid. That the Mortgaged Property is free from all encumbrances except taxes for the current year a first mortgage in favor of Fifth Third Bank and its successors, and any other permitted encumbrances. The Mortgage hereby makes further assurance to perfect fee simple title to the Land in the Mortgagee as may be reasonably required. The Mortgagor does hereby fully warranty the title to the Mortgaged Property against claims of all persons whomsoever.

1.03 Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Mortgaged Property, insured against loss by fire or other hazards, casualties, and contingencies, including but not limited to flood, in such amounts and for such periods as may be required by Mortgagee, and to pay promptly when due, all premiums on such insurance policies or renewals.

1.04 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof, either temporarily or permanently), the entire indebtedness secured hereby shall at the option of the Mortgagee become immediately due and payable if the Mortgagee in its sole discretion determines that its security under this Mortgage is impaired. The Mortgagee shall be entitled to all compensation, awards, and any other payments of relief therefore and is hereby authorized, at its option to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the rights thereto are hereby assigned by the Mortgagor to the Mortgagee, who after deducting therefrom all its expenses including attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sums secured hereby, and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Mortgagee may require.

1.05 Expenses. Mortgagor shall pay, or reimburse Mortgagee for all costs, charges and expenses, including reasonable attorneys fees, including appellate proceedings, and disbursements, and costs of abstracts of title incurred or paid by Mortgagee in any action, proceeding or dispute in which Mortgagee is made a part or appears as a party plaintiff or party defendant because of the failure of the Mortgagor promptly and fully to perform and comply with all conditions and covenants of this Mortgage and the Note secured hereby, including but not limited to, the foreclosure of this Mortgage, condemnation of all or part of the Mortgaged Property, or any action to protect the security thereof. All costs, charges and expenses so incurred by Mortgagee shall become due and payable whether or not there be notice, demand, attempt to collect or suit pending. The amounts so paid or incurred by Mortgagee, together with interest thereon at the default rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be secured by the lien of this Mortgage.

ARTICLE TWO

DEFAULTS

2.01 Event of Default. The term "Event of Default" wherever used in the Mortgage, shall mean any one or more of the following events:

(a) Failure by Mortgagor to pay, within fifteen (15) days of its due date any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage or any of the other Loan Documents for a period of ten (10) days after the Mortgagee gives written notice specifying the breach. If the default cannot be cured within such ten days, the commencement of such action to cure the default and the diligent and continuing effort to cure same shall be acceptable.

(c) If Mortgagor or any endorser or guarantor of this Note shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor for all or any part of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal, state or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if, within the thirty days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Mortgaged Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

(d) The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless the Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

(e) If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days of the service of foreclosure proceedings on the Mortgagor.

(f) Any default under any mortgage superior or inferior to the Mortgage.

(g) Any modification of any mortgage superior or inferior to the Mortgage, increase in the amount outstanding under any superior or inferior mortgage, whether pursuant to a future advance agreement or otherwise, or waiver of any principal or interest payments on any note or mortgage superior or inferior to this Mortgage, or release of any guarantor or modification of any guaranty affecting any superior or inferior mortgage.

(h) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any of the other Loan Documents.

(i) Any action prohibited by paragraph 3.01 infra.

(j) If the mortgaged property is sold, transferred or refinanced prior to the expiration of the first mortgage or any prior mortgage the entire amount of the loan shall be returned forthwith to Mortgagor, the City of Boynton Beach SHIP Program.

(k) Upon the homeowner(s) death, provided that the new owner is not income eligible under SHIP Guidelines and/or the dwelling on the mortgaged property is not the primary residence of the new owner. For the new owner to be eligible, he or she must set up primary residence in the dwelling within a reasonable time and be income eligible under SHIP guidelines. If the new owner is not eligible, the loan shall be due and payable to the Mortgagor.

(l) Lease of any portion of the mortgaged property to a third party.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, the Mortgagee may, at its sole option, declare the entire principal amount of the Note then unpaid, and the interest accrued thereon to be due and payable immediately, and upon such declaration such principal and interest shall forthwith become and be due and payable, as fully and to the same effect as if the date of such declaration were the date originally specified for the maturity of the unpaid balance of the Note.

2.03 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred and be continuing the Mortgagee may proceed by suit at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term hereof or any other right (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, under the judgment or decree of a court or courts of competent jurisdiction, and (c) to pursue any other remedy available to it, all as the Mortgagee shall deem most effectual for such purposes. The Mortgagee shall take action either by proceedings or by the exercise of its powers with respect to entry or taking possession, as the Mortgagee may determine.

2.04 Leases. The Mortgagee, at the Mortgagee's option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to by the Mortgagor, a defense to any proceedings instituted by the Mortgagor to collect the sums secured thereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.05 Principal and Interest Become Due on Foreclosure. Upon commencement of suit or foreclosure of this Mortgage, the unpaid principal of the Note, if not previously declared due, and the interest accrued thereon, shall at once become and be immediately due and payable.

2.06 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. The Mortgagor agrees to the full extent permitted by law, that in case of default on its part hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Property being conveyed, to the final and absolute putting into possession thereof, immediately after such sale; the purchasers thereof, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waive to the full extent that it may lawfully do so, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety.

2.07 Acceleration; Application of Monies by Mortgagee.

(a) If default shall be made in the payment of any amount due under the Mortgage or the Note secured hereby, then, upon demand of the Mortgagee, the Mortgagor will pay to the Mortgagee the entire amount due and payable under the Note. If Mortgagor shall fail to pay the same forthwith upon such demand, the Mortgagee shall be entitled to sue for and to recover a judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of the Mortgagee's agents and attorneys either before, after or during the pendency of any proceedings for the enforcement of the Mortgage including appellate proceedings. The right of the Mortgagee to recover such judgment shall not be affected by any taking, possession, or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of any of the Mortgaged Property and of the application of the proceeds of sale to the payment of the debt hereby secured, the Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon the Note, and the Mortgagee shall be entitled to recover a judgment for any portion of the debt remaining unpaid, with interest.

(c) The Mortgagor agrees to the full extent that it may lawfully so agree, that no recovery of any such judgment by the Mortgagee and no attachment or levy of any execution upon any such judgment upon any of the Mortgaged Property or upon any other property shall in any manner or to any extent release the lien of the mortgage upon the Mortgaged Property or any part thereto for any liens, rights, powers or remedies of the Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before.

(d) Any monies thus collected by the Mortgagee or received by the Mortgagee under this paragraph 2.07 shall be applied as follows:

"First, to the payment of the reasonable attorneys fees and expenses incurred by Mortgagee, its agents and attorneys, including but not limited to taxes paid, insurance premiums paid receivers fees, etc.

Second toward payment of the amounts due and unpaid upon the Note."

2.08 Delay or Omission No Waiver. No delay or omission of the Mortgage or of any holder of the Note to exercise any right, power, or remedy accruing upon any default shall exhaust or impair any such right, power or remedy nor shall same be construed to be a waiver of any such default, or acquiescence, herein; and every right, power and remedy given by this Mortgage to the Mortgagee may be exercised by Mortgagee from time to time and as often as may be deemed expedient by the Mortgagee.

2.09 No Waiver of One Default to Affect Another. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other existing default or shall impair any rights, powers or remedies consequent thereon. If the Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby, (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Note, (d) releases any part of the Mortgaged Property from the Note or Mortgage; (e) consents to the filing of any map, plat or replat thereof, (f) consents to the granting of any easement thereon, or (g) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note or otherwise of the Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Mortgagee, without notice to any person or corporation, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

2.10 Discontinuance of Proceedings - Position of Parties Restored. In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then in every such case, the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding has been taken.

2.11 Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage, is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and current and shall be in addition to any other right, power and remedy given hereunder or nor or hereafter existing at law or in equity or by statute.

2.12 Subrogation. The Mortgagee hereby is subrogated to the claims and liens of all parties whose claim or liens are discharged or paid with the proceeds of the indebtedness secured by this Mortgage.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

3.01 No Transfer. It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied upon the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to assign, sell, convey, transfer, lease, enter into any management agreement, or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of the Mortgagee, and any such sale, conveyance, transfer, lease, or encumbrance made without Mortgagee's prior written consent shall constitute an event of default hereunder. If the Mortgagor is not an individual, it is further understood and agreed that any assignment, sale, conveyance, transfer, encumbrance or pledge of any ownership interest of the Mortgagor without the Mortgagee's prior written consent shall be deemed a transfer of the Mortgaged Property and prohibited herein.

3.02 Uniform Commercial Code. The parties agree that this Mortgage is a security agreement under the Uniform Commercial Code for the purpose of creating a lien on the Mortgaged Property.

3.03 Maximum Rate of Interest. Nothing herein contained nor in the Note secured hereby or any instrument or transaction related thereto, shall be construed or so operate as to require the Mortgagor, Maker, or any person liable for the payment of the loan made pursuant to said Note, to pay interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges in the nature of interest paid by the Mortgagor, Maker or any parties liable for the payment of the loan of interest in excess of the maximum rate of interest allowed by applicable law, then any and all such excess shall be and the same is hereby waived by the holder hereof, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal, balance shall be paid by the holder hereof to the Mortgagor, Maker or any parties liable for the payment of the loan made pursuant to said Note, it being the intent of the parties hereto that under no circumstances shall the Mortgagor, Maker or any parties liable for the payment of the loan hereunder, be required to pay interest in excess of the maximum rate allowed by law.

3.04 Default Rate. The Default Rate of interest shall be applicable subsequent to an Event of Default as defined in Paragraph 2.01 and where elsewhere provided for in this Mortgage. The Default Rate shall be the maximum interest rate per annum permissible under Florida Law, or Federal Law in the event Federal Law pre-empts Florida law or is otherwise applicable

3.05 Attorneys Fees and Expenses. Wherever provision is made herein from payment for reasonable attorneys fees or counsel fees or expenses incurred by the Mortgagee, said provision shall include, but not limited to, reasonable attorneys' or counsels fees or expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

3.06 Notice.

(a) Mortgagor. Any notice, demand or instrument authorized by this Mortgage to be served on or given to the Mortgagor may be served on or given to the Mortgagor at:

504 N.W. 11th Avenue
Boynton Beach, FL 33435

or at such other address as may have been furnished in writing to the Mortgagee by the Mortgagor.

(b) Mortgagee. Any notice demand or instrument authorized by this Mortgage to be served on or give to the Mortgagor may be served on or given to the Mortgagor at:

CITY OF BOYNTON BEACH
ATTN: CITY ATTORNEY'S OFFICE
100 EAST BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FLORIDA 33435

or at such other address as may have been furnished in writing to the Mortgagor by the Mortgagee.

3.07 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, and are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.08 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, the Note or any of the other Loan Documents, shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

ARTICLE FOUR

ADDITIONAL PROVISIONS

4.01 Guarantors. As part of the inducement to the Mortgagee to make the loan evidenced by the obligation secured hereby, the Mortgagor has caused certain other persons to enter into continuing and unconditional guarantees of payment of any and all indebtedness and agreed by the Mortgagor that such representations and agreements by such other persons shall constitute for the purpose of its obligations hereunder, covenants on behalf of the Mortgagor.

IN WITNESS WHEREOF, Borrower and Lender have caused this Second Mortgage and Security Agreement to be executed in their names, all by authority duly given as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESS Jessica Bollman

WITNESS

WITNESS

WITNESS

MORTGAGOR

Anitra Burgess
PRINT NAME

MORTGAGOR

PRINT NAME

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Anitra Burgess. He/she is personally known to me [or has produced FL D.L. as identification] to be the person(s) described as Mortgagors in and who executed the foregoing mortgage and acknowledged before me that said persons executed that mortgage.

Witness my hand and official seal in the County and State named above this 23rd day of May, 2007

J. BOLLMAN
MY COMMISSION # DD 230170
EXPIRES: July 9, 2007
Bonded Thru Notary Public Underwriters

Signed:
NOTARY PUBLIC

Print Name: Jessica Bollman

PROMISSORY NOTE

SHIP PROGRAM

BOYNTON BEACH, Florida
Date: May 23, 2007

FOR VALUE RECEIVED the undersigned,

Anitra Burgess, a single woman,

(hereinafter referred to as "Makers") promise to pay to the order of the CITY OF BOYNTON BEACH, a Florida municipal corporation, or its successors or assigns (collectively referred to as the "Holder"), at its offices located at 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33435 or such other place as the Holder hereof may from time to time designate in writing, the principal sum of

Seventy Five Thousand and 00/100 Dollars

($75,000.00) to be paid in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment as follows:

This is a deferred payment loan issued under the guidelines of the City of Boynton Beach SHIP Program in which the Makers shall payoff the loan at the time the Mortgaged Property is sold prior to the full term of the first mortgage. In the event that the Mortgaged Property is sold prior the full term of the first mortgage, Makers shall pay the full amount of subsidy granted by the City and share equity at the fair market value at the following rate:

Years of Ownership	Percentage Repaid to City
1-5	80%
6-20	50%
21-30	15%

If the Mortgaged Property is not sold prior to the full term of the first mortgage and remains the permanent residence of the Makers, then in that event this Note shall be forgiven and released. The Makers must permanently reside on the Mortgaged Property during the term of the Note and Mortgage. In the event the Makers fail to comply or default, the entire unpaid principal balance shall be fully due, owing, and payable from the Makers to the Holder.

This Note is secured by a Mortgage Deed a/k/a Second Mortgage and Security Agreement (the "Mortgage") of even date herewith encumbering and conveying real estate and property (the "Mortgaged Property") therein described and duly recorded among the Public Records of Palm Beach County, Florida.

The Makers shall pay any and all applicable federal, state and/or local taxes with regard to the obligations set forth herein and shall provide the Holder with annual paid tax receipts within thirty (30) days subsequent to annual payment of obligations. Failure to timely pay such taxes shall be an event of default as provided for hereinafter.

It is hereby agreed that if in the event default be made in the performance or compliance with any of the covenants and conditions of any security agreement now or hereafter in effect securing payment of this Note; then, in any or all such events, the entire amount of principal of this Note with all interest then accrued, if any, shall, at the option of

the Holder of this Note and without notice (the Makers expressly waives notice of such default), become and be due and collectable, time being of the essence of this Note. If this Note shall not be paid at maturity or according to the tenor thereof and strictly as above provided, it may be placed in the hands of an attorney at law for collection, and in that event, each party liable for the payment thereof, as Makers, endorser, guarantor, or otherwise, hereby agrees to pay the holder hereof in addition to the sums above stated, a reasonable sum as an attorneys fee, which shall include attorneys fees at the trial level and on appeal, together with all reasonable costs incurred.

Makers shall be in default of this Note if during the term of this Note, they assign, sell, convey, transfer, lease, enter into any management agreement, further encumber, or vacate the premises. In the event of such default, the loan amount of the promissory note shall be immediately due and payable.

This Note is pre-payable in whole or in part at any time without penalty.

As to this Note and the Mortgage, and any other instruments securing the indebtedness, the Makers, endorsers and guarantors, if any, severally waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and expressly agree that the Maturity Date of this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of the Makers, endorsers or guarantors.

Nothing herein contained, nor in any instrument or transaction related hereto, shall be construed or so operate as to require the Makers, or any person liable for the payment of the loan made pursuant to this Note, to pay interest in an amount or at a rate greater than the highest rate permissible under applicable law. Should any interest or other charges paid by the Makers, or any parties liable for the payment of the loan made pursuant to this Note, result in the computation or earning of interest in excess of the highest rate permissible under applicable law, then any and all such excess shall be and the same is hereby waived by the holder hereof, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the holder hereof to the Makers and any parties liable for the payment of the loan made pursuant to this Note, it being the intent of the parties hereto that under no circumstances shall the Makers, or any parties liable for the payment of the loan hereunder, be required to pay interest in excess of the highest rate permissible under applicable law.

This Note is to be construed according to the applicable laws of the State of Florida and the United States of America.

MAKERS:

SIGNATURE ANITRA BURGESS

SIGNATURE

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Authorize utilizing GSA contract GS-07F-173GA, previously approved on September 1, 2020, for the purchase of equipment and services for installation and configuration of Avigilon Security Camera System and access control from Broadcast Systems in the amount of $278,200.89.

Explanation of Request:
The GSA contract complies with the City of Boynton Beach competitive bid requirements. The purchase will allow for the purchase and install of security equipment and services several facilities citywide, including the addition of access control at facilities that currently do not have the citywide access control system.

The Avigilon security camera and access control system provides centralized and secure access to multiple city buildings, Avigilon Security Camera System with cameras installed across the city, call boxes at key locations, digital signage, and technical systems in the Real Time Crime Center.

How will this affect city programs or services? This system will enhance safety and security at City facilities and parks. It will also ensure that the access control system, citywide security cameras, and technology in the Real Time Crime Center are available and operational throughout the year.

Fiscal Impact:
Budgeted
Funding was approved and is available in fiscal year 2021/22.

CIP Account 303-4119-521.64-15 in the amount of $25,864.
CIP Account 303-4199-522.64-15 in the amount of $82,550.31
CIP Account 303-4223-572.64-15 in the amount of $99,220.46
CIP Account 303-4127-522.64-15 in the amount of $25,309.24
CIP Account 302-4145-580-62-01 in the amount of $45,256.88

Alternatives:

Strategic Plan: Building Wealth in the Community, High Performing Organization

Strategic Plan Application: This security camera system will assist with building and maintaining wealth in the community by providing security camera coverage and access control at City facilities and protecting the City's investment in technology infrastructure.

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Broadcast Systems

Start Date: 9/1/2017

End Date: 8/31/2022

Contract Value: $278,200.89

Minority Owned Contractor?: No

Extension Available?: No

Extension Explanation:

Attachments:

Type	Description
Contract	Contract
Addendum	Range - Camera Quote
Addendum	FS5 Camera Quote
Addendum	FS3 Access Control Quote
Addendum	ICC Camera Phase2 Quote
Addendum	Woman's Club Quote

BROADCAST SYSTEMS

ER Tech Systems Group Inc.

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system.

The Internet address for GSA Advantage! is: http://www.gsaadvantage.gov

SCHEDULE 84: Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Special Purpose Clothing, Marine Craft, and Emergency/Disaster Response

CONTRACT: GS-07F-173GA
VALID: 09/01/2017 – 08/31/2022

Contractor: ER Tech Systems Group Inc.
Dba: Broadcast Systems

Address: 290 SW 12th Avenue, Suite 1
Pompano Beach, FL 33069
Office: (561) 578-4964
Fax: (561) 658-0360
Website: www.broadcastsystemsinc.com
Email: GSA@broadcastsystemsinc.com

Point of Contact: Nicholas Ehr
nick@broadcastsystemsinc.com

Contract Admin: Pascale Ozelie
pascale@broadcastsystemsinc.com

GSA AWARDED TERMS AND CONDITIONS

1) AWARDED SINS:

334512 – Total Solution Support Products for Facilities Management Systems/Subject to Cooperative Purchasing
541330L – Security System Integration, Design, Management, and Life Cycle Support/Subject to Cooperative Purchasing
334290L – Physical Access Control Systems (PACS)/Subject to Cooperative Purchasing
561210SB– Smart Buildings Systems Integrator/Subject to Cooperative Purchasing
OLM – Order-Level Materials

2) MAX ORDER GUIDELINES:
334512 - $250,000
541330L - $250,000
334290L - $250,000
561210SB - $1,000,000

3) MINIMUM ORDER LIMITS: No minimum order.

4) GEOGRAPHIC COVERAGE:

334512 - Worldwide
541330L – 48 States, DC
334290L - Worldwide
561210SB - 48 States, DC

5) POINT OF PRODUCTION: Contact contract administrator for a complete list of production points.

6) BASIC DISCOUNT FROM LIST: Prices shown are net discount.

7) VOLUME DISCOUNT: Contact contract administrator for volume discount.

8) PROMPT PAYMENT DISCOUNT: None

9) GOVERNMENT PURCHASE CARDS:
Government Purchase Cards are accepted at or below the micro-purchase threshold Government Purchase Cards are not accepted above the micro-purchase threshold

10) FOREIGN ITEMS: All products are in compliance with the Trade Agreements Act.

11) TIME OF DELIVERY:
Standard Delivery: 7 to 14 DARO **Expedited Delivery**: Contact Administrator for Rates

12) FOB POINT: FOB Destination, Shipping included in price

13) ORDERING:
Ordering address – Same as contractor address

Ordering Procedures - For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14) PAYMENT ADDRESS: 290 SW 12th Avenue, Suite 1, Pompano Beach, FL 33069

15) WARRANTY PROVISION: Contact contract administrator for warranty information.

16) EXPORT PACKING CHARGES: N/A

17) TERMS AND CONDITIONS OF GVT PURCHASE CARD ACCEPTANCE:
Accepted at and below the micro-purchase threshold

18) TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: N/A

19) TERMS AND CONDITIONS OF INSTALLATION: N/A

20) TERMS AND CONDITIONS OF REPAIR PARTS: N/A

21) TERMS AND CONDITIONS FOR ANY OTHER SERVICES: N/A

22) LIST OF SERVICES DISTRIBUTION POINTS: N/A

23) LIST OF PARTICIPATING DEALERS: N/A

24) PREVENTATIVE MAINTENANCE: N/A

25a) SPECIAL ATTRIBUTES: N/A
b) SECTION 508: N/A

26) DUNS NUMBER: 079637089

27) NOTIFICATION REGARDING SAM: SAM Registration valid and current.

28) CAGE CODE: 7C6T7

SERVICE PRICE LIST

561210SB

Project Manager Labor rate for Project Manager	Per Hour	$110.83
Master Technician Labor rate for installation & services Access Control and Surveillance Systems	Per Hour	$110.83
System Design Engineer Labor rate for design & programming	Per Hour	$110.83

541330L

Project Manager Labor rate for Project Manager	Per Hour	$110.83
Master Technician Labor rate for installation & services Access Control and Surveillance Systems	Per Hour	$110.83
System Design Engineer Labor rate for design & programming	Per Hour	$110.83

BROADCAST SYSTEMS

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/18/2022	3875

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Ship To

3501 N Congress
Boynton Beach, Florida 33436

Redacted pursuant to Section 281.301, F.S. and Section 119.071(3)(a), F.S.

Description	Qty	Total
[redacted]		
[redacted]		1,683.11
[redacted]		1,819.04
[redacted]		915.76
[redacted]		7,725.26
[redacted]		918.40
[redacted]		6,206.48
[redacted]		886.64
[redacted]		886.64
Subtotal		21,041.33
[redacted]		
[redacted]		650.00
[redacted]		2,209.55
[redacted]		700.00
[redacted]		190.00
[redacted]		200.38
[redacted]		160.30
[redacted]		142.49
[redacted]		142.49
[redacted]		293.88
[redacted]		133.58
Subtotal		4,822.67

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise. This estimate is valid only for 30 days.

Subtotal	$25,864.00
Sales Tax (0.0%)	$0.00
Total	$25,864.00

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

Broadcast Systems

Nick Ehr

Mar 18, 2022

Boynton Beach PD Range

3501 N Congress Ave Boynton Beach,Florida,33436

Included Survey

Boynton Beach PD Range-Survey-1

BROADCAST SYSTEMS

290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/18/2022	3276

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

FS5
2080 High Ridge Rd,
Boynton Beach, FL
33425

Redacted pursuant to Section 281.301, F.S. and Section 119.071(3)(a), F.S.

Item	Description	Qty	Rate	Total
[redacted]	[redacted]	[redacted]	[redacted]	4,061.22
[redacted]	[redacted]	[redacted]	[redacted]	1,795.72
[redacted]	[redacted]	[redacted]	[redacted]	1,592.66
[redacted]	[redacted]	[redacted]	[redacted]	2,927.64
[redacted]	[redacted]	[redacted]	[redacted]	7,166.90
[redacted]	[redacted]	[redacted]	[redacted]	1,433.38
[redacted]	[redacted]	[redacted]	[redacted]	1,576.68
[redacted]	[redacted]	[redacted]	[redacted]	4,422.25
[redacted]	[redacted]	[redacted]	[redacted]	23,829.15
[redacted]	[redacted]	[redacted]	[redacted]	12,412.96
[redacted]	[redacted]	[redacted]	[redacted]	1,329.96
[redacted]	[redacted]	[redacted]	[redacted]	1,329.96
	Subtotal			63,878.48
[redacted]	[redacted]	[redacted]	[redacted]	320.58

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise. This estimate is valid for 30 days.

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

BROADCAST SYSTEMS

290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/18/2022	3276

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

FS5
2080 High Ridge Rd,
Boynton Beach, FL
33425

Redacted pursuant to Section 281.301, F.S. and Section 119.071(3)(a), F.S.

Item	Description	Qty	Rate	Total
[redacted]	[redacted]	[redacted]	[redacted]	854.94
[redacted]	[redacted]	[redacted]	[redacted]	854.94
[redacted]	[redacted]	[redacted]	[redacted]	854.94
[redacted]	[redacted]	[redacted]	[redacted]	293.88
[redacted]	[redacted]	[redacted]	[redacted]	801.48
[redacted]	[redacted]	[redacted]	[redacted]	3,591.00
				662.96
				1,484.99
				129.00
				3,900.00
[redacted]	[redacted]	[redacted]	[redacted]	1,695.12
				1,000.00
[redacted]	[redacted]	[redacted]	[redacted]	1,900.00
				328.00
	Subtotal			18,671.83

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise. This estimate is valid for 30 days.

Subtotal	$82,550.31
Sales Tax (0.0%)	$0.00
Total	$82,550.31

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

Broadcast Systems

Nick Ehr

Mar 18, 2022

Site: Firestation 5

2080 High Ridge Rd Boynton Beach,Florida,33426

Survey: Firestation 5-Survey-1

BROADCAST SYSTEMS

290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/22/2022	3275

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

FS3

Redacted pursuant to Section 281.301, F.S. and Section 119.071(3)(a), F.S.

Item	Description	Qty	Rate	Total
	GSA CONTRACT #GS-07F-173GA			
	FS3: Access Control			
[redacted]	[redacted]	[redacted]	[redacted]	915.62
[redacted]	[redacted]	[redacted]	[redacted]	1,008.60
[redacted]	[redacted]	[redacted]	[redacted]	1,015.76
[redacted]	[redacted]	[redacted]	[redacted]	247.50
[redacted]	[redacted]	[redacted]	[redacted]	833.00
[redacted]	[redacted]	[redacted]	[redacted]	8,866.40
[redacted]	[redacted]	[redacted]	[redacted]	886.64
[redacted]	[redacted]	[redacted]	[redacted]	443.32
	Subtotal			14,216.84
	[redacted]			
[redacted]	[redacted]	[redacted]	[redacted]	2,342.40
[redacted]	[redacted]	[redacted]	[redacted]	1,550.00

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise. This estimate is valid for 30 days.

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

BROADCAST SYSTEMS

290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/22/2022	3275

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

FS3

Redacted pursuant to Section 281.301, F.S. and Section 119.071(3)(a), F.S.

Item	Description	Qty	Rate	Total
[redacted]	[redacted]	[redacted]	[redacted]	7,200.00

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise. This estimate is valid for 30 days.

Subtotal	$25,309.24
Sales Tax (0.0%)	$0.00
Total	$25,309.24

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

BROADCAST SYSTEMS

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/16/2022	3911

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Ship To

Intercoastal Park
2240 N. Federal Hwy
Boynton Beach, FL 33435

Redacted pursuant to Section 281.301, F.S. and Section 119.071(3)(a), F.S.

Description	Qty	Total
Intercostal park parking lots		
PHASE 2		
[redacted]		5,253.36
[redacted]		3,940.02
[redacted]		1,645.34
[redacted]		1,941.50
[redacted]		2,115.90
[redacted]		21,279.36
[redacted]		2,659.92
[redacted]		886.64
[redacted]		19,135.50
[redacted]		514.08
[redacted]		367.20
[redacted]		913.92
[redacted]		913.92
[redacted]		359.04

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise. This estimate is valid only for 30 days.

Subtotal

Sales Tax (0.0%)

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

Total

BROADCAST SYSTEMS

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/16/2022	3911

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Ship To

Intercoastal Park
2240 N. Federal Hwy
Boynton Beach, FL 33435

Redacted pursuant to Section 281.301, F.S. and Section 119.071(3)(a), F.S.

Description	Qty	Total
[redacted]		1,884.96
		856.80
		326.40
		3,863.00
		1,200.00
		1,290.00
		8,400.00
		10,500.00
		1,850.00
		2,973.60
		650.00
		3,500.00

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise. This estimate is valid only for 30 days.

Subtotal	$99,220.46
Sales Tax (0.0%)	$0.00
Total	$99,220.46

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

BROADCAST SYSTEMS

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
6/13/2022	4837

Estimate Valid For:
30 Days

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Ship To

Womans Center
1010 S Federal Hwy
Boynton Beach, Florida 33453

Description	Qty	Total
[redacted]		
[redacted]	1	1,517.69
[redacted]	3	3,070.53
[redacted]	4	3,447.60
[redacted],	2	1,808.10
[redacted]		
[redacted]		
[redacted]	10	2,327.50
[redacted]	1	7,725.26
[redacted]	120	13,299.60
[redacted]	8	886.64
[redacted]	6	664.98
[redacted]		
[redacted]		
[redacted]	1	77.93
[redacted]	1	178.11
[redacted].	1	178.11
[redacted]	1	105.76
[redacted].	1	367.36

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Subtotal

Sales Tax (0.0%)

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

Total

BROADCAST SYSTEMS

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
6/13/2022	4837

Estimate Valid For:
30 Days

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Ship To

Womans Center
1010 S Federal Hwy
Boynton Beach, Florida 33453

Description	Qty	Total
[redacted]	1	166.98
[redacted]	4	267.16
[redacted]	3	300.57
[redacted]	1	584.00
[redacted]	1	1,584.00
[redacted]	1	449.00
[redacted]	1	650.00
[redacted]	2	1,700.00
[redacted]	1	3,900.00

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Subtotal	$45,256.88
Sales Tax (0.0%)	$0.00
Total	$45,256.88

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Approve purchasing Unleaded Gasoline & Diesel Fuel from Port Consolidated, Inc. from the Southeast Florida Governmental Purchasing Cooperative Group contract. The City of Pompano Beach is the Lead Agency that issued RFP E-03-22. The City of Boynton Beach is a participating cooperative group agency. The not to exceed amount for approval is $1,500,000.00.

Explanation of Request:
Contract Term: 3/15/2022 to March 14, 2027

The City of Boynton Beach participates in the SE Florida Governmental Purchasing Cooperative Group to secure goods and services at competitive pricing due to the quantities required for multiple municipalities. In addition the cooperative purchasing allows all of the participating Cities to seek economies of scale.

The City of Pompano Beach, as the lead agency, issued and awarded RFP E-03-22 for Unleaded Gasoline & Diesel Fuel to Port Consolidated, Inc. for a five (5) year term with one (1) renewal option of five (5) years.

Unleaded Gasoline & Diesel Fuel is utilized by Fleet, Utilities, and The Links Golf Course.

Previous year's expenditures:
Fiscal year 2022 - $ 759,637.49 (to date)
Fiscal year 2021 - $1,072,250.17
Fiscal year 2020 - $ 916,484.33

The not to exceed amount has been increased to account for the recent increase in fuel prices.

How will this affect city programs or services? Each department will ensure gasoline and diesel are kept at optimum levels at all times, and each will order and monitor their own fuel inventory.

Fiscal Impact:
Budgeted:
501-2516-519.52-10 - Fleet
411-2911-572.52-11 - Golf
401-2816-536.43-40 - Utilities
401-2811-536.43-40 - Utilities
401-2805-536.43-40 - Utilities

Alternatives:
Not utilizing this agreement or requesting the City to issue it's own solicitation.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Port Consolidated, Inc.

Start Date: 3/15/2022

End Date: 3/14/2027

Contract Value: 1,300,000.00

Minority Owned Contractor?:

Extension Available?: Yes

Extension Explanation:

Yes, one (1) renewal option for five (5) years.

Attachments:

	Type	Description
🗋	Contract	Co-op - Contract and solicitation

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP E-03-22

Description/Title: Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group

Initial Contract Term: Start Date: March 15, 2022 End Date: March 14, 2027

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 5 years (Period of Time)

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Extension / Renewal Note: _____

SECTION #1 VENDOR AWARD

Vendor Name: Port Consolidated, Inc.

Vendor Address: P.O Box 350430, Ft. Lauderdale, FL, 33335

Contact: Don Carlton, President

Phone: 800-683-5823 Fax: 954-527-1191

Cell/Pager: _____ Email Address: cspev@portconsolidated.com

Website: _____ FEIN: 59-1173292

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: Feb. 24, 2022 Resolution/Agenda Item No.: Ord. 2022-30

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3 LEAD AGENCY

Agency Name: City of Pompano Beach

Agency Address: 100 W Atlantic Boulevard, Pompano Beach, FL 33060

Agency Contact: Jeff English Email jeffrey.english@copbfl.com

Telephone: 954-786-4098 Fax: _____

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ORDINANCE NO. 2022-30

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE SERVICE CONTRACT NO. 1356 BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE AND DELIVERY OF UNLEADED GASOLINE AND DIESEL FUEL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract between the City of Pompano Beach and Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Port Consolidated, Inc.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

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this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 8th day of February, 2022.

PASSED SECOND READING this 22nd day of February, 2022.

DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...

ASCELETA HAMMOND, CITY CLERK

DocuSigned by:

/jrm
1/20/22
L:ord/2022-103

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SERVICE CONTRACT No. 1356

THIS AGREEMENT is made and entered into on February 24, 2022, by the City of Pompano Beach ("City") and Port Consolidated, Inc., a ("Contractor").

WHEREAS, City requires the purchase and delivery of unleaded gasoline and diesel fuel, which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and condition of RFP E-03-22; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-03-22; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-03-22), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-03-22, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of five years commencing March 15, 2022 and ending March 14, 2027.

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5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

B. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph V.11 of RFP E-03-22. All payments by the City and Participating Agencies, shall be made after the service has been provided.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Robert McCaughan and the Contractor's Contract Administrator shall be (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Donald R. Carlton, Jr., President
P.O. Box 350430 Fort Lauderdale,
33335 Office:
Email: (800) 683-5823
dcarlton@portconsolidated.com

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If to City: Robert McCaughan, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4097
Email: Robert.McCaughan@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

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12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder , sabotage, accident , flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public , such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit “B” throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

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B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized

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representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

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

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are

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exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

23. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

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B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

37. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A...

ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...

GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA604A1...

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

DocuSigned by:

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

"CONTRACTOR"

Port Consolidated, Inc.

Witnesses:

By: _____
Donald R. Carlton, Jr., President

_____
(Print or Type Name)

_____
(Print or Type Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of January, 2022, by Donald R. Carlton, Jr. as President of Port Consolidated, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

LEIDY G. RODRIGUEZ
Notary Public-State of Florida
Commission # HH 45130
My Commission Expires
October 06, 2024

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

HH 45130
Commission Number

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-03-22

UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

OPENING: NOVEMBER 29, 2021, 2:00:00 P.M.
Virtual Zoom Meeting
For access go to:
https://pompanobeachfl.gov/pages/meetings

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the Lead Agency.
- Each participating governmental entity will use the Lead Agency's contract and terms as executed, for its purchase orders. Furthermore each participating governmental entity will issue its own purchase orders for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- Awarded Contractor agrees that the contract/purchase order terms of each entity will prevail for the individual participating entity should there be any conflicts between the Lead Agency's resulting contract and participating governmental entities contract/purchase order terms. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Awarded Contractor(s) shall be responsible for advising the Lead Agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), Contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida

Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the Lead Agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the Lead Agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

Issued: October 28, 2021

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-03-22
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), November 29, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to https://www.pompanobeachfl.gov/meetings to find the link.

Introduction

The City intends to establish a contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the Lead Agency for the Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

1. Contract for diesel and unleaded gasoline products *with suppliers that have access to volumes of substantial petroleum products at a minimum in Port Everglades either via contractual allocations or direct ownership*, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain fuels at competitive market rates.

B. Scope Of Services and Attachments

Attachment "A" – Specifications and Requirements
Attachment "B" – Delivery Locations-Tank Size.
Attachment "C" – Current Port Consolidated Contract
Attachment "D" – Cooperative Volume Report

Attachment “E” – Applicable Fuel Taxes
Attachment “F” – Sample Invoice

C. Responsiveness and Responsibility items:

Responsiveness. The following items must be provided by Proposers with their Proposal. At the discretion of the Lead Agency’s General Services Director, the Lead Agency reserves the right, after the opening of the RFP, but prior to the start of evaluations of Proposals, to request a missing or corrupted item(s) of a Proposer. Proposer must provide said item no later than three (3) business days after such request is made by Lead Agency. Failure to provide these items shall result in the Proposer being deemed non-responsive, and its Proposal disqualified. Proposer must provide the following with its Proposals:

a. Documentation evidencing specialized experience in the delivery of products and demonstrate a capability to provide the products to the Cooperative entire geographical area (including, but not limited to Miami-Dade, Broward and Palm Beach Counties).

b. References of representative customers of comparable size and scope to the Cooperative for which the Proposer supplies product. Reference list must include names and addresses of each customer’s contact (email, phone number, address, etc.) and description of current business relationship.

c. Proof that Proposer can meet the included estimated product usage requirements of the Cooperative’s participating agencies. If the Proposer is not a fuel distributer (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.

Responsibility. The following items shall be used by the City to evaluate each Proposer’s responsibility:

a. Licenses required for the services.

b. City reserves the right during evaluation and up to negotiations with the Successful Proposer to request financial information to determine Proposer’s financial solvency and ability to fulfill delivery of the product during the term of the contract.

c. Proposer’s past performance, including any feedback from references.

d. City will review the Proposer’s business organization to confirm that it is in good standing with the Florida Department of State, Division of Corporations based on the information provided in the Proposer’s response.

e. Disclose of any litigation within the past five (5) years arising out of your company’s performance. City reserves the right, at its sole discretion, to deem a Proposer non-responsible and disqualify the Proposer.

D. Participating Agencies

Refer to Attachment B - Delivery Locations-Tank Size.

E. Term of Contract

City reserves the right to negotiate up to a five-year contract with the Successful Proposer, renewals, or any term that the City deems best meets its needs and the needs of the Cooperative.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor must continue to deliver and provide services upon the request of the City's General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City. This paragraph shall survive the expiration of the contract.

F. Required Proposal Submittal

Submission/Format Requirements

Sealed Proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the Proposal: In order to maintain comparability and expedite the review process, it is required that Proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the company. The letter should present an overview of the Proposer's organization and will include the company's name, address, principal contact person for this Proposal, e-mail address, phone number, and fax number. A brief description of the company's history and corporate affiliations.

2. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.

3. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the Proposal. Proposers should

describe in detail any product volume purchase requirements which would be required of ***each participating agency*** on a monthly basis.

4. ***Contingency plan of action. Companies should describe a plan of action to*** **assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.**

5. Price Proposal*:* Submit your firm, fixed price Proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 “pricing methodology” with the Proposal response.

6. Proposers may include additional services, such as the ability of the Lead Agency and Cooperative to pre-purchase fuel or lease storage space for fuel as part of a comprehensive Emergency Plan.

7. Responsiveness and Responsibility items as described above.

8. Alternate Proposals:

   a. An option is afforded to all Proposers to submit, in addition to their original Proposal, an alternate Proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative Proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

   b. For the potential use of some participating agencies, the opportunity is afforded to all Proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:
      i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.
      ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

   c. Proposers wishing to provide an alternate Proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of

standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential Proposers shall become part of this RFP and any resulting contract.

City Forms:
The RFP Proposer Information Page Form must be signed by an authorized company representative and included with the Proposal that is electronically submitted through the City's eBid System.

G. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division at (954) 786-4098. If the contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of this Contract, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Contract, including limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

Throughout the term of this Contract, Contractor and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

   a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Contract.

   b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance		**Limits of Liability**
GENERAL LIABILITY:		Minimum $2,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis		
XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
__	explosion & collapse hazard	
__	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
AUTOMOBILE LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX	comprehensive form	
__	owned	
__	hired	
__	non-owned	
REAL & PERSONAL PROPERTY		
__	comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY			Per Occurrence	Aggregate
XX	other than umbrella	bodily injury and property damage combined	$4,000,000	$4,000,000
PROFESSIONAL LIABILITY			Per Occurrence	Aggregate
__	* Policy to be written on a claims made basis		$2,000,000	$2,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

a. Certificates of Insurance evidencing the required coverage;

b. Names and addresses of companies providing coverage;

c. Effective and expiration dates of policies; and

d. A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

The Successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award

of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

H. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified company. The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria:

	Criteria	Point Range
1.	**Company Qualifications and Capabilities** (Factors including but not limited to those identified below) • Fuel supply delivery capability from Port Everglades • Delivery capabilities, such as transportation fleet and personnel	0-35
2.	**Emergency Supply Capabilities** (Factors including but not limited to those identified below) • Control of storage facilities in Tri-County area, and surrounding Counties • Contingency plan of action • Availability of additional emergency storage outside the vicinity of the Tri-County area and surrounding Counties • Availability of trucks and drivers from outside the Tri-County and surrounding counties • Percentage of supply contracted with fuel terminals versus spot purchases based on supplied volume report	0-30
3.	**References** (Factors including but not limited to the following) • Years servicing each referenced customer • Number of locations that the Proposer services for the referenced customer and their capacity	0-10
4.	**Cost**	0-25
	Total	**0-100**

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following

presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company should submit documentation that evidences the company’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the Proposal and meet company representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three companies deemed to be the most highly qualified to perform the service. If three or fewer companies respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

I. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

J. Right to Audit

Successful Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers), originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Successful Proposer or any of its payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective

date of the contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Successful Proposer pursuant to the contract.

City's agent or its authorized representative shall have access to the Successful Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Successful Proposer shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Successful Proposer pursuant to the contract.

K. Retention of Records and Right to Access

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

   a. Keep and maintain public records required by the City in order to perform the service;

   b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

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

   d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

3. The Successful Proposer shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Successful Proposer must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The Successful Proposer shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

L. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from companies that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of companies.

M. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

N. Independent Contractor

The Successful Proposer will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the Successful Proposer shall be by employees of the company and subject to supervision by the company, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this contract shall be those of the company.

O. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

P. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the Successful Proposer's Proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Q. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

R. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

S. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the delivery of product and services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

T. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred and twenty days (120) days from the closing date of this solicitation.

U. RFP Conditions and Provisions

The completed Proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a Proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All Proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this Proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the Proposal.

The City reserves the right to postpone or cancel this RFP, or reject all Proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all Proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of Proposals or for any work performed in connection therein.

V. Standard Provisions

2. Licenses

In order to perform public work, the Successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the company. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The Successful Proposer will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Successful Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Successful Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the Successful Proposer will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the Proposer will in no way relieve the company from responsibility.

9. Withdrawal of Proposals

A Proposer may withdraw its Proposal without prejudice no later than the advertised deadline for submission of Proposals by using the “Retract” feature of the City’s eBid System..

10. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the Proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or

personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

Payments will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

W. Questions and Communication

Each Proposer will examine all Request for Proposal (RFP) documents and will judge all matters relating to the adequacy and accuracy of such documents. All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

X. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this Proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this Proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

RFP E-03-22
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated *monthly* usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99,"Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".
- Bulk Diesel Fuel Exhaust Fluid (DEF)

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily ***OPIS*** price published in the "OPIS Contract Benchmark File" as described herein ***for the date of delivery of product*** to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	$._____	$._____
2	Diesel Fuel #2 Ultra Low Sulfur	$._____	$._____
3	Lump Sum Additional Delivery Charge for Deliveries beyond 30-mile radius of Port Everglades only.	$._____ /each	$._____/each

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period, except as provided below.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack).

Plus

Positive or Negative differential proposed for 87 Octane Unleaded per Section 2.1. (Differential to be constant regardless of the applicable RVP.)

2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur per Section 2.1.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30-mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane
3	Ultra Low Sulfur #2 Red Dye Diesel

4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol
7	Bulk Diesel Fuel Exhaust Fluid (DEF)

3. PROPOSER'S COST INCREASES AND SURCHARGES

The City may, in its sole discretion, allow for a temporary surcharge to be added to the differential proposed. If the cost of labor or diesel fuel are affected by extreme or unforeseen volatility in the cost of labor or diesel fuel that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Proposer's control; 2) the volatility affects the marketplace or industry, not just the particular successful Proposer's source of supply and/or labor; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Proposer's continued performance of the Contract would result in substantial loss. Any temporary surcharge would require irrefutable evidence and written approval by the City's Manager or their designee.

The successful Proposer and City shall negotiate a time frame for the temporary surcharge, and reevaluate the need for said surcharge upon the end of the negotiated time frame. Should the unforeseen volatility end, and the costs to the successful Proposer are reduced and no longer result in substantial loss, the temporary surcharge must be terminated. If it is determined that the additional unforeseen costs will not abate for the remaining duration of the contract term, the parties reserve the right to negotiate an amendment to the resulting agreement and the proposed differential.

4. TAXES:

4.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

4.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

5. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

5.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

5.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added.

5.3 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

6. INVOICING

6.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published ***OPIS*** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

7. ORDERING & PAYMENT:

7.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

7.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

7.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

7.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

7.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency
- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

9. OPIS MEMBERSHIP

Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer's pricing on an as needed basis.

10. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

10.1 LEGAL REQUIREMENTS:

A. Compliance with Laws and Codes: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from

responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. Independent Contractor Relationship: The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. Certifications, Licenses and Permits: Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

11. DELIVERY/RESPONSE TIME:

A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

12. SPILLAGE:

The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

RFP E-03-22			Attachment "B"	10/27/2021	
DIESEL FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Broward County					
BCTD	Joyce Mack	954 357-8423	3201 W Copans Rd., Pompano Bch.	490,000	Below
	Belinda Thomas	954 357-7716	Ravenswood Rd., Ft. Lauderdale	200,000	Below
BCFM			Main Courthouse Shop	4,000	
			N Regional courthouse	550	
			Midrise	6,000	
			Main Library	5,000	
			S Regional Courthouse	550	
			Public Safety Bldg 1	10,000	
			Public Safety Bldg 2	2,500	
			Public Safety Bldg 3	1,000	
			W Regional Courthouse	610	
			Medical Examiner	4,000	
			Booher Bldg.	1,000	
			EOC	15,000	
			BCGC West Tank 1	10,000	
			BCGC West Tank 2	10,000	
			1200 Garage	550	
			Gov. Center	2,000	
			Central Warehouse	275	
			NW Regional Library	100	
			Mental Health	375	
			N Homeless Shelter	310	
			Hughes Bldg.	100	
			African American Library	155	
			S Regional Maint Ctr	200	
	Roger Jeremiah	954 357-6112	Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315	527	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCFS	Dan Smith/Desiree Antonucci	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale 33315	10,000	Below
	Dan Smith/Patrick Irving	954 357-5443/5441	Fleet Svc Ctr #3 1600 Blount Rd., Pompano Bch 33069	16,000	Below
	Dan Smith	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Lauderdale 33332	10,000	Below
	Billy Catlow	954-831-0865	WWS 2555 W Copans Rd., Pompano Bch 33069	10,000	Below
	Brian McLaughlin	954 357-5181	CB Smith Pk 900 N Flamingo Rd. Pembroke Pines 33028	6,000	Below
	Roger Underwood	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue,Ft. Lauderdale 33315	12,000	Below
	Sonia McKenzie	954 765-4062 x229	Mosquito Ctrl 1200 Airport Road., Pembroke Pines 33023	2,500	Below
	Staff	954-359-0792	Airport Fire Rescue 250 Tamiami Dr Gate 100, Ft. Lauderdale 33155	1,500	Above
	Jeanette Howie/Jennifer Young	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	500	Above
	Jeanette Howie/Jennifer Young	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	1,000	Above
Boca Raton, City of	Robin Annexstein	561 393-7880	Purchasing Contact		
	Harri Mangroo	561 416-3382	City Hall, 201 W Palmetto Park Rd	1,000	Above
			BCGRC Golf Course, 17751 Boca Club Rd.	700	Above
			Fire Station 1, 1151 N Federal Hwy	1,000	Above
			Fire Station 5, 2333 W Glades Rd	1,000	Above
			Police Services, 100 NW Boca Raton Blvd	2,000	Below
			6500 Bldg., 6500 Congress Ave.	6,000	Above
			Sugar Sand, 300 S Military Trail	550	Above
			Downtown Library, 400 NW 2nd Ave.	3,200	Above
			Spanish River, 3001 N Ocean Blvd.	250	Above
	Ramy Maharaj	561 338-7316	Tank 55A, 1401 Glades Rd dyed diesel	6,000	Above
		dyed diesel	Yamato Rd Generator Bldg. 2150 NW 51 St	6,000	Above
		dyed diesel	18th St. Booster Pump Sta, 1700 SW 18th St	2,000	Above
	Juan Garland	561 212-5402	Dredge-Boca Raton Inlet, A1A at Camino Real	1,000	Above
	Harri Mangroo	561 416-3382	Fire Support Generators, 800 Banyan Trail	2,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Fire Station 2 Generator - 903 W Palmetto Park Rd	500	Above
			Fire Station 3 Generator - 100 S Ocean Dr.	500	Above
			Fire Station 4 Generator - 351 NW 51 St	500	Above
			Fire Station 6 Generator - 1901 Clint Moore Rd.	400	Above
			Fire Station 7 Generator, 3001 W Yamato Rd.	500	Above
			Fire Station 8 Generator, 190 SW 18 St	500	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	24000	Below
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	24000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	24000	Below
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	24000	Below
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	24000	Below
SBBC diesel generators					
Arthur R. Ashe, Jr. Middle (primary public shelter)	Becky Edwards	(754) 321-4750	1701 NW 23 Avenue, Fort Lauderdale, FL 33311	389	
Atlantic Technical Center	Becky Edwards	(754) 321-4750	4700 Coconut Creek Parkway, Coconut Creek, FL 33063	250	
Attucks Middle	Becky Edwards	(754) 321-4750	3500 North 22 Avenue, Hollywood, FL 33020	550	
BECON/Instructional TV (mobile unit)	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	150	Above
BECON/Instructional TV (TV tower)	Becky Edwards	(754) 321-4750	4991 SW 28 Street, Hollywood, FL 33023	900	
Boyd Anderson High	Becky Edwards	(754) 321-4750	3050 NW 41 Street, Lauderdale Lakes, FL 33309	1060	
Broadview Elementary	Becky Edwards	(754) 321-4750	1800 SW 62 Avenue, Pompano Beach, FL 33068	75	
Central Park Elementary	Becky Edwards	(754) 321-4750	777 North Nob Hill Road, Plantation, FL 33324	250	
Coconut Creek High	Becky Edwards	(754) 321-4750	1400 NW 44 Avenue, Coconut Creek, FL 33066	366	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Coral Glades High (primary public shelter)	Becky Edwards	(754) 321-4750	2700 Sportsplex Drive, Coral Springs, FL 33065	380	
Coral Park Elementary	Becky Edwards	(754) 321-4750	8401 Westview Drive, Coral Springs, FL 33067	1000	
Country Hills Elementary	Becky Edwards	(754) 321-4750	10550 Westview Drive, Coral Springs, FL 33076	500	
Country Isles Elementary	Becky Edwards	(754) 321-4750	2300 Country Isles Road, Weston, FL 33326	550	
Cresthaven Elementary	Becky Edwards	(754) 321-4750	801 NE 25 Street, Pompano Beach, FL 33064	250	
Cypress Bay High	Becky Edwards	(754) 321-4750	18600 Vista Park Blvd., Weston, FL 33332	500	
William Dandy Middle	Becky Edwards	(754) 321-4750	2400 NW 26 Street, Fort Lauderdale, FL 33311	370	
Dillard Elementary	Becky Edwards	(754) 321-4750	2330 NW 12 Court, Fort Lauderdale, FL 33311	250	
Dillard High Performing Arts	Becky Edwards	(754) 321-4750	2501 NW 11 Street, Fort Lauderdale, FL 33311	600	
Discovery Elementary	Becky Edwards	(754) 321-4750	8800 NW 54 Court, Sunrise, FL 33351	660	
Charles Drew Elementary	Becky Edwards	(754) 321-4750	1000 NW 31 Avenue, Pompano Beach, FL 33069	250	
Driftwood Middle	Becky Edwards	(754) 321-4750	2751 N 70 Terrace, Hollywood, FL 33024	390	
Blanche Ely High	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High Performing Arts	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High (new campus wing)	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	700	
Endeavor Primary Learning Center Elementary	Becky Edwards	(754) 321-4750	2701 NW 56 Terrace, Lauderhill, FL 33313	172	
Everglades High (secondary public shelter)	Becky Edwards	(754) 321-4750	17100 SW 48 Court, Miramar, FL 33027	530	
Flamingo Elementary	Becky Edwards	(754) 321-4750	1130 SW 133 Avenue, Davie, FL 33325	119	
Forest Glen Middle	Becky Edwards	(754) 321-4750	6501 Turtle Run Blvd., Coral Springs, FL 33067	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	525	
Hallandale Elementary	Becky Edwards	(754) 321-4750	900 SW 8 Street, Hallandale Beach, FL 33009	400	
Hawkes Bluff Elementary	Becky Edwards	(754) 321-4750	5900 SW 160 Avenue, Southwest Ranches, FL 33331	450	
Heron Heights Elementary	Becky Edwards	(754) 321-4750	11010 Nob Hill Road, Parkland, FL 33076	500	
Hollywood Central Elementary	Becky Edwards	(754) 321-4750	1700 Monroe Street, Hollywood, FL 33020	300	
Hollywood Hills Elementary	Becky Edwards	(754) 321-4750	3501 Taft Street, Hollywood, FL 33021	390	
Hollywood Park Elementary	Becky Edwards	(754) 321-4750	901 North 69 Way, Hollywood, FL 33024	180	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
James S. Hunt Elementary	Becky Edwards	(754) 321-4750	7800 NW 35 Court, Coral Springs, FL 33065	78	
Indian Ridge Middle (special needs public shelter) (2 each)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	500 (2 each)	
Indian Ridge Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	5200	
Indian Trace Elementary	Becky Edwards	(754) 321-4750	400 Indian Trace, Weston, FL 33326	250	
William T. McFatter Technical Center	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	350	
McNicol Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1602 South 27 Avenue, Hollywood, FL 33020	5200	
Miramar Elementary	Becky Edwards	(754) 321-4750	6831 SW 26 Street, Miramar, FL 33023	270	
Miramar High	Becky Edwards	(754) 321-4750	3601 SW 89 Avenue, Miramar, FL 33025	365	
Mobile Unit (45 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	79	Above
Mobile Unit (80 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (125kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (140kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	200	Above
Mobile Units (300 kW) (3 each)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400 (3 each)	Above
Mobile Unit (400 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400	Above
Mobile Unit (1750 kW)	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	2500	Above
Mobile Units (230kW) (3 each)	Becky Edwards	(754) 321-4750	Bad condition. Slated for salvage.	200 (3 each)	Above
Monarch High (primary public shelter)	Becky Edwards	(754) 321-4750	5050 West Wiles Road, Coconut Creek, FL 33073	366	
New Renaissance Middle (primary public shelter)	Becky Edwards	(754) 321-4750	10701 Miramar Blvd., Miramar, FL 33025	550	
New River Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	3100 Riverland Road, Fort Lauderdale, FL 33312	1100	
North Area Bus Terminal	Becky Edwards	(754) 321-4750	2300 NW 18 Street Pompano Beach, FL 33062	400	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Northeast High	Becky Edwards	(754) 321-4750	700 NE 56 Street, Oakland Park, FL 33334	1475	
Nova Eisenhower Elementary	Becky Edwards	(754) 321-4750	6501 SW 39 Street, Davie, FL 33314	500	
Olsen Middle	Becky Edwards	(754) 321-4750	330 SE 11 Terrace, Dania Beach, FL 33004	500	
Palm Cove Elementary	Becky Edwards	(754) 321-4750	11601 Washington Street, Pembroke Pines, FL 33025	270	
Park Springs Elementary	Becky Edwards	(754) 321-4750	5800 NW 66 Terrace, Coral Springs, FL 33067	250	
Henry D. Perry Middle	Becky Edwards	(754) 321-4750	3400 Wildcat Way, Miramar, FL 33023	560	
Pines Middle	Becky Edwards	(754) 321-4750	200 North Douglas Road, Pembroke Pines, FL 33024	366	
Pompano Beach Middle	Becky Edwards	(754) 321-4750	310 NE 6 Street, Pompano Beach, FL 33060	308	
Quiet Waters Elementary	Becky Edwards	(754) 321-4750	4150 West Hillsboro Blvd., Deerfield Beach, FL 33442	250	
Ramblewood Elementary	Becky Edwards	(754) 321-4750	8950 Shadowood Blvd., Coral Springs, FL 33071	145	
Riverland Elementary	Becky Edwards	(754) 321-4750	2600 SW 11 Court, Fort Lauderdale, FL 33312	250	
Riverside Elementary	Becky Edwards	(754) 321-4750	11450 Riverside Drive, Coral Springs, FL 33071	550	
Rock Island Elementary	Becky Edwards	(754) 321-4750	2350 NW 19 Street, Fort Lauderdale, FL 33311	389	
Safety Department	Becky Edwards	(754) 321-4750	4200 NW 10 Avenue, Fort Lauderdale, FL 33309	4000	
Sanders Park Elementary	Becky Edwards	(754) 321-4750	800 NW 16 Street, Pompano Beach, FL 33060	90	
Sandpiper Elementary	Becky Edwards	(754) 321-4750	3700 Noth Hiatus Road, Sunrise, FL 33351	550	
Sawgrass Springs Middle	Becky Edwards	(754) 321-4750	12500 West Sample Road, Coral Springs, FL 33065	500	
Sea Castle Elementary	Becky Edwards	(754) 321-4750	9600 Miramar Blvd., Miramar, FL 33025	250	
Sheridan Technical Center	Becky Edwards	(754) 321-4750	5400 Sheridan Street, Hollywood, FL 33021	280	
Silver Lakes Middle	Becky Edwards	(754) 321-4750	7600 Tam O'Shanter Blvd., North Lauderdale, FL 33068	137	
Silver Ridge Elementary	Becky Edwards	(754) 321-4750	9100 SW 36 Street, Davie, FL 33328	550	
Silver Trail Middle (primary public shelter) (2 each)	Becky Edwards	(754) 321-4750	18300 Sheridan Street, Southwest Ranches, FL 33331	500 (2 each)	
South Area Bus Terminal	Becky Edwards	(754) 321-4750	900 South University Drive, Pembroke Pines, FL 33025	500	
South Broward High	Becky Edwards	(754) 321-4750	1901 North Federal Highway, Hollywood, FL 33020	358	
South Plantation High	Becky Edwards	(754) 321-4750	1300 Paladin Way, Plantation, FL 33317	400	
Southwest Bus Terminal (Garage)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	2700	
Southwest Bus Terminal (Transportation Building)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	3500	
Stirling Elementary	Becky Edwards	(754) 321-4750	5500 Stirling Road, Hollywood, FL 33021	250	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Marjory Stoneman Douglas High	Becky Edwards	(754) 321-4750	5901 Pine Island Road, Parkland, FL 33067	500	
Sunrise Middle	Becky Edwards	(754) 321-4750	1750 NE 14 Street, Fort Lauderdale, FL 33304	450	
Sunset Learning Center (special needs public shelter)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	350	
Sunset Learning Center (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	4100	
Sunshine Elementary	Becky Edwards	(754) 321-4750	7737 W La Salle Blvd., Miramar, FL 33023	315	
J.P. Taravella High	Becky Edwards	(754) 321-4750	10600 Riverside Drive, Coral Springs, FL 33071	500	
Technology and Support Services Center	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	4000	
Technology and Support Services Center Annex	Becky Edwards	(754) 321-4750	7770 West Oakland Park Blvd., Sunrise, FL 33351	194	Above
Tequesta Trace Middle	Becky Edwards	(754) 321-4750	1800 Indian Trace, Weston, FL 33326	500	
Vehicle Maintenance Department (fuel pumps)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	170	
Vehicle Maintenance Department (Main Office)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	500	
West Broward High	Becky Edwards	(754) 321-4750	500 NW 209 Avenue, Pembroke Pines, FL 33029	500	
West Hollywood Elementary	Becky Edwards	(754) 321-4750	6301 Hollywood Blvd., Hollywood, FL 33024	270	
Westglades Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	11000 Holmberg Road, Parkland, FL 33076	612	
Westpine Middle	Becky Edwards	(754) 321-4750	9393 NW 50 Street, Sunrise, FL 33351	540	
Wilton Manors Elementary	Becky Edwards	(754) 321-4750	2401 NE 3 Avenue, Wilton Manors, FL 33305	250	
Winston Park Elementary	Becky Edwards	(754) 321-4750	4000 Winston Park Blvd., Coconut Creek, FL 33073	250	
K.C. Wright Administration Center	Becky Edwards	(754) 321-4750	600 SE 3 Avenue, Fort Lauderdale, FL 33301	4000	
Virginia Shuman Young Elementary	Becky Edwards	(754) 321-4750	101 NE 11 Avenue, Fort Lauderdale, FL 33301	300	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Walter C. Young Middle and Resource Center	Becky Edwards	(754) 321-4750	901 NW 129 Avenue, Pembroke Pines, FL 33028	580	
Zone 1 Physical Plant Operations (North Area)	Becky Edwards	(754) 321-4750	6501 NW 15 Avenue, Fort Lauderdale, FL 33309	500	
Broward County Sheriff	Brady Carbocci	954 497-1440	2001 NW 31 Ave, Lauderdale Lakes	6,000	Below
			3801 NE 5th Ave, Oakland Pk	10,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	3,000	Above
			2200 S.W. 42nd St., Ft. Lauderdale	4,000	Above
			2610 S.W. 40th Ave., West Park	3,000	Above
			MM 35 Alligator Alley Weston	2,500	Above
			11251 SW 49 St., Cooper city	4,000	Below
			928 E. Hillsboro blvd., Deerfield Beach	4,000	Below
			1441 FAU Research Park Blvd., Deerfield Beach	20,000	Below
Coconut Creek, City of	Lorie Messer, Procurement	954 956-1584	4900 W Copans Rd., Coconut Creek, FL	14,900	Below
	Jessica Cannon, Fleet	954-956-1540			
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	4,000	Below
City of Coral Gables	Steve Riley	305-460-5140	2151 Salzedo St. Coral Gables, 33134	17,900	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	10,000	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	6,000	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	600	Above
City of Coral Gables	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	8,000	Below
City of Coral Gables	Steve Riley	305-460-5140	11911 Old Cutler Road, Coral Gables 33134	500	Above
City of Coral Gables	Steve Riley	305-460-5140	1101 S. Greenway Drive, Coral Gables, 33134	500	Above
City of Coral Gables	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	1,300	Above
Coral Springs Improvement Dist.	Joe Stephens	954-796-6667 work	10300 NW 11th Manor Coral Springs, FL.	2,500	Above
			10300 NW 11th Manor Coral Springs, FL.	6,600	Above
			10300 NW 11th Manor Coral Springs, FL.	4,000	Above
			10300 NW 11th Manor Coral Springs, FL.	8,000	Above

					Location
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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			10300 NW 11th Manor Coral Springs, FL.	2,500	Above
			10300 NW 11th Manor Coral Springs, FL.	550	Above
			10300 NW 11th Manor Coral Springs, FL.	6,000	Above
			10300 NW 11th Manor Coral Springs, FL.	4,000	Above
			10300 NW 11th Manor Coral Springs, FL.	8,000	Above
Coral Springs, City of	Alan DiStefano	954 345-2235	3855 Coral Ridge Dr.	500	Above
			Forest Hill blvd & NW 24th St.	2000	Above
			4181 NW 121st Ave	2000	Above
			4180 NW 120th Ave	3000	Above
			2801 coral Springs dr.	1000	Above
			102nd Ave Mullins park	1500	Above
			6400 W. Sample rd.	300	Above
			3952 Turtle Run blvd.	250	Above
			9500 W. Sample rd.	12,000	Above
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	8,000	Above
			4181 NW 121 Ave, Coral Springs, FL	2,000	Above
	Bill Castelli	954 345-2143	2403 NW 102 Ave., Coral Springs, FL	2,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
	Eric Beyer	954 345-2195	3800 NW 85 Ave., Coral Springs, FL	10,000	Above
	Eric Beyer	954 345-2195	8365 NW 24 St., Coral Springs, FL	2,000	Above
Dania Beach, City of	Thomas Goodman	954 924-3744	1201 Stirling Rd., Dania Beach, FL	10,000	Below
			1201 Stirling Rd., Dania Beach, FL	2,000	Above
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	8,000	Below
			3600 S Flamingo Rd.	3,000	Below
Deerfield Beach, City of	John Cheseborough	954 421 5013	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	16,000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave. Ft. Lauderdale	18,000	Below
			38th St. 949 NW 38th St., Ft. Lauderdale	18,000	Below
			Lohmyer: 1401 SE 21st St. Ft. Lauderdale	9,000	Above
			Station 53: 220 Executive Airport Way, Ft. Lauderdale	3,490	Below
			Lauderdale Memoridal Park: 2001 SW 4th Ave Fort Lauderdale	500	Above
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd. Public Safety Station 1	2,000	Above
Hallandale Beach, City of	Yamil Lobo, Fleet Manager	954 457-1614	630 NW 2nd St.	(3)10,000	Below
				(1)10,000	Above
			400 S. Federal Highway	(1)1,000	Above
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL	500	Above
Hollywood, City of	Joel Wall	954 967-4555	1600 S Park Rd.	10,000	Below
	Joel Wall	954 921-3260	1112 N Ocean Dr.	500	Above
	Larry Breighner	954 967 4550	City Hall, 2600 Hollywood Blvd	4,000	Below
	Larry Breighner	954 967 4550	Public Works Admin, 1600 S. Park Road	350	Above
	Carlos Aguilera	954-967-4230	Lift Station E-8, 1600 S. Park Road	150	Above
	Carlos Aguilera	954-967-4230	Water Treatment Plant, 3441 Hollywood Blvd	24,000	Above
	Carlos Aguilera	954-967-4230	Portable Water Pump/Storage, 2400 N 68th Ave	3500	Above
	Bill Cliff	954 967 4550	WasteWater Treatment Plant, 1621 N. 14th Ave	65,000	Above
	Bill Cliff	954 967 4550	Police Headquarters, 3250 Hollywood Blvd.	2800	Below
	Dockmaster Matthew Domke	954-632-0953	Marina, 700 Polk Street	allons Red Dye Diesel	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No 74 & EOC, 2741 Stirling Road	2476	Below
	Lt. Brian Cooke	863-610-0350	Fire Station No.5, 1819 N. 21 Avenue	2000	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 31, 3401 Hollywood Boulevard	1200	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 45/Training, 3400 N. 56 Avenue	1500	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 105, 1511 S. Federal Hwy	1000	Above
	Lt. Brian Cooke	863-610-0350	Shop/Garage, 3400 N. 56 Avenue	540	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,000	Above
			Fire Station	500	Above
			City Hall/Police	500	Above
			3463 NW 43 AV Lauderdale Lakes FL 33319	4,000	Above
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	4,000	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	500	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	300	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	3701 NE 22nd Avenue	1,000	Above
Margate, City of	Giovanni Batista	954 972-8126	102 Rock Island Road	10,000	Below
	Giovanni Batista	954 972-8126	5790 Margate Blvd.	1,500	Above
	Giovanni Batista	954 972-8126	6009 NW 10 St	1,500	Above
	Wendell Wheeler	954 972-0828	980 NW 66 Ave.	2 x 5,000	Above
	Wendell Wheeler	954 972-0828	5650 NW 29 St.	1,000	Above
	Wendell Wheeler	954 972-0828	6630 NW 9 St.	2 x 12,000	Above
	Wendell Wheeler	954 972-0828	901 NW 66 Ave.	1,200	Above
Miami, City of	Reymon Solits	305 329-4895	1390 NW 20 St	2 x 15,000	Above
Miami Gardens, City of	Dan Perez	305 474-1488	1020 NW 163 Dr.	2,000	Above
	Dan Perez	305 474-1488	18541 NW 27th Ave	5,000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	(AST-4) 10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	(UST-2) 6,000	Below
			13900 Pembroke Rd.	(EAST7) 10,000	Above
			13900 Pembroke Rd.	(AST-5) 3,000.	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	10,000	Below
	Paul Vida	305-953-2854	12098 NW 11 Avenue	2,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST., NMB, FL. 33162	10,000	Above
		305-948-2973	2101 NE 159 ST., NMB, FL. 33162	1,000	Below
	Pedro Melo	305-684-1177	2251 NW 175 Street Miami Gardens FL 33056	2,000	Above
	Diego	678-877-7643	2101 NE 159 ST., NMB, FL. 33162	1,000	Above
		678-877-7643	1312 NW 188TH St Miami gardens 33169	1,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	12,000	Above
N Palm Beach, Village of	Chief JD Armstrong	561 882-1141	560 US Hwy 1	500	Above
	Capt. Andrew Lezza	561 841-3319			
	Dennis Nentwick	561 644-5311	645 prosperity Farms Rd	4,000	Below
Palm Beach County School Dist	Morris Simpson	561 434-8172	3376 Summit Blvd., W Palm Beach	3x 20,000	Below
			7071 Garden Rd, Riviera Beach	20,000	Below
			1302 SW 30th Ave, Boynton Beach	2 x 10,000	Below
			1901 NW 16th St, Belle Glade	2 x 10,000	Below
			420 Business Pkwy, Royal Palm Beach	4 x 5,000	Above
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS #1 355 S County Rd.	6,000	Below
			FS #2 300 S County Rd.	6,000	Below
			FS #3 2185 S County Rd.	2,200	Above
	Billy Loihle	561 533-1170	Par 3 Golf Course 2345 S Ocean Blvd.	4,000	Below
	Tim Mclaughlin	561 227-7017	Pinewalk #1 Cocoanut row	500	Above
			1279 Skees Road	500	Above
			PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
	Reggie Williams	561 227 7053	D-9 Pump Station 306 Mediterranean	2,000	Above
			D-10 Pump Station 1060 North Lake Way	2,500	Below
			D-2 Pump Station 1248 N Lake Way	3,000	Above
			D-8 PS 275 County Club at N Lake Way	2,000	Above
			D-4 Pump Station 445 N Lake Way	2,000	Above
			D-3 Pump Station 315 Tangier Ave	2,200	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			D-12 Pump Station 269 Seminole Ave	1,000	Above
			D-14 Pump Station 16 S Lake Trail	1,500	Above
			D-16 Pump Station 256 Jungle Rd	540	Above
			D-18 Pump Station 362 El Brillo Way	540	Above
			D-17 Pump Station 175 Clarendon Ave	540	Above
			A-7 Pump Station 201 Island Dr	1,500	Below
			A-6 Pump Station 300 S Lake Dr	600	Below
			S-2 Pump Station 9 Lake Trail	1,000	Below
			A-39 Pump Station 2171 S Ocean	1,000	Above
			A-41 Pump Station 2478 S Ocean	500	Above
			A-42 Pump Station 3100 S Ocean	600	Below
			A-43 Pump Station 3401 S Ocean	500	Above
			Police Station (generator) 345 S County Rd	1,000	Below
			Town Hall (generator) 360 S County Rd	600	Below
			PW (generator) 951 Old Okeechobee Rd	500	Above
			Recreation Ctr (generator) 340 Seaview Ave	500	Above
			D-7 Storm Station Australian (Docks)	6,000	Below
			D-6 Storm Station 302 S Lake Dr	2,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	3000	Above
Pembroke Park, Town of	Todd Larson	954 966-4600 ext 238	Coca Cola List Station 3350 Pembroke Rd	500	
			Stormwater Carolina St, 2156 S Park Rd	2,000	
			Stormwater 24th St., 2400 S Park Rd	500	
			Master Lift Station, 2700 S Park Rd	500	
			Watkins Elem Sch, 5500 SW 52 Ave	500	
			Peninsula, 5000 W Hallandale Bch Blvd	500	
			Town Hall Portable Attached, 3150 SW 52 Ave	200	
			Town Hall Portable Back, 3150 SW 52 Ave	500	
			Stormwater 25 St, 2500 S Park Rd		
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	8000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Mark Gomes	954 518-9020	Howard Forman Bus Depot-North - 901 Poinciana Drive	10000	Above
	Mark Gomes	954 518-9020	Howard Forman Bus Depot-South - 1001 Poinciana Drive	10000	Above
	Mark Gomes	954 518-9020	Howard Forman Health Campus-North - 911 Poinciana Drive	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant-South - 13955 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	Holly Lakes-East - 21801 NW 7 Manor	12000	Above
	Mark Gomes	954 518-9020	Holly Lakes-West - 21801 NW 7 Manor	12000	Above
	Mark Gomes	954 518-9020	Fire Training Facility - 1100 SW 208 Avenue	10000	Above
	Mark Gomes	954 518-9020	Fire Station #33 - 600 SW 72 Avenue	500	Above
	Mark Gomes	954 518-9020	Fire Station #79 - 19900 Pines Boulevard	500	Above
	Mark Gomes	954 518-9020	Fire Station #89 - 13000 Pines Boulevard	1000	Above
	Mark Gomes	954 518-9020	Fire Station #99 - 16999 Pines Boulevard	500	Above
	Mark Gomes	954 518-9020	Fire Station #101 - 6057 SW 198 Terrace	10000	Above
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		
			451 NW 70th Ter Plantation FL 33317	2,000	Above
			770 NW 91st Ave Plantation FL 33324	4,000	Above
			750 NW 91st Ave Plantation FL 33324	30,000/16,500	Above
			750 NW 91st Ave Plantation FL 33324	3,500	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			4751 NW 6 CT Plantation FL 33317	1,179	Above
			700 NW 91st Ave Plantation FL 33324	4,000	Above
			700 NW 91st Ave Plantation FL 33324	1,000	Above
			700 NW 91st Ave Plantation FL 33324	10,000	Above
			700 NW 91st Ave Plantation FL 33324	20,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			9151 NW 2ND ST, PLANTATION, FL 33324	500	Above
			451 NW 70TH TER, PLANTATION, FL 33317	2,000	Above
			401 NW 70TH TER, PLANTATION, FL 33317	630	Above
			750 NW 91ST AVE, PLANTATION, FL 33324	1,500	Above
			400 NW 73RD AVE, PLANTATION, FL 33317	4,000	Above
			301 NW 46TH AVE, PLANTATION, FL 33317	650	Above
Pompano Beach	Forrest Hall	954 786-4109	1190 NE 3rd Ave.	2 x 12,000	Below
Riviera Beach, City of	Dante Wright	561 845-4141	2391 Avenue L	15,000	Below
				9,000	Below
Southwest Rances, Town of	Sandy Luongo	954-343-0008	Town Hall, 13400 Griffin Rd, Southwest Ranches,FL 33331	1,325	Below
				1,000	Below
			Fire Station, 17220 Griffin Road Southwest Ranches,FL 33331	595	Below
Sunny Isles Beach, City of	Purchasing	(305) 792-1707	18070 Collins Avenue, Sunny Isles Beach, FL 33160	2,000	Above
	Fabricio Volpi, Public Works Superintendent	(305) 792-1930	"	"	"
	Nicholas Douglias, Fleet Maintenance Manager	(305) 792-1946	"	"	"
Sunrise, City of	Jose Alvarez	954 572-2424	4350 Springtree Dr.	2 x 15,000	Above
			4350 Springtree Dr.	10,000	Above
	Fred McDonald	954 888-6003	14150 NW 8 St.	2 x 12,000	Above
			14150 NW 8 St.	10,000	Above
			14150 NW 8 St.	10,000	Below
	Hugo Alagic	954 434-6900	15400 Water Mill Rd., Davie	3,000	
	Steve Kane	954 572-2290	8150 Springtree Dr.	15,000	
	Hameed Khan	954 577-1145	Public Safety Complex, 10440 W Oakland Park Blvd	10,000	Above
	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	15,000	Below
	Orlando Morales	954 746-3295	City Hall 10770 W Oakland Park Blvd.	3,000	Above
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Diego Santana	954 572-2385	3001 NW 104 Terrace	1,000	Above
	Diego Santana	954 572-2393	14201 NW 2nd St. (Pump Station #8)	5,000	Above
Tamarac, City of	Imran Khan	954 597-3730	PSAC Complex 6011 Nob Hill Rd.	10,000	Below
	Rodney Sims	954 597-3727	PSAC Complex 6001 Nob Hill Rd.	1,000	Above
			10101 State Street	1,000	Above
			FS 15, 6000 Hiatus Rd.	3,000	Above
			FS 36, 7499 NW 72 Street	2,000	Above
			FS 41, 7501 NW 88 Ave.	1,000	Above
			FS 78, 4801 N Comm. Blvd.	2,000	Above
			City Hall 7525 NW 88 Ave.	1,000	Above
			BSO 7515 NW 88 Ave.	1,000	Above
			Pump Sta. East 6601 Southgate Blvd	2,000	Above
			Pump Sta. Central 8801 Southgate Blvd.	2,000	Above
			Pump Sta. West 10801 Southgate Blvd.	2,000	Above
	Anthony Licata	954 597-3777	Water Treatment Plant, 7803 61st St.	8,000	Above
			7750 NW 100 Ave.	2,000	Above
			4191 W Commercial Blvd.	2,000	Above
Village of Wellington	Luis Huertas - Fleet Superintendent	561-791-4129	14001 Pierson Rd.	20,000 gal.	Below
	Karla Berroteran, Plant Superintendent	561-753-2465	Water Treatment Facility - 1100 Wellington Trace	12,000 gal.	Above
			2nd tank	12,000 gal.	Above
			Booster Pump Station #1- 2901 Ousley Farms Rd.	1,000 gal.	Above
			Booster Pump Station #2- 11011 Lake Worth Rd.	3,500 gal.	Above
			Wells 29&30 - 8250 Forest Hill Blvd.	4,000 gal.	Above
	Bryan Gayoso - Plant Superintendent	561-753-2481	Water Reclamation Facility 11860 Pierson Rd.	4,000 gal.	Above
				4,000 gal.	Above
				12,000 gal.	Above
	Terry Narrow - Superintendent	561-791-4128	Pump Station #2 - 6090 140th Ave S	2,000 gal.	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Pump Station #3 - 12990 Forest Hill Blvd.	2,000 gal.	Above
			Pump Station #4 - 54 Ousley Farm Rd.	2,000 gal.	Above
			Pump Station #6 - 11075 Acme Rd.	2,000 gal.	Above
			Pump Station #7 - 15 Flying Cow Rd.	5,200 gal.	Above
			Pump Station #8 - 14900 Pierson Rd.	2,000 gal.	Above
			Pump Station #9 - 4499 Flying Cow Road	4,000 gal.	Above
West Palm Bch, City of	Dave Persad	561 822-2124	City Complex, 1045 Charlotte Ave	12,000	Below
			Water Treament Plant (WTP)1009 Banyan Blvd		
			WTP-Day Tank (North)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (Mid)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (South) 1009 Banyan Blvd.	500	Above
			WTP-Emer Generator(North) 1009 Banyan Blvd	20,000	Above
			WTP-Emer Generator(South) 1009 Banyan Blvd	20,000	Above
			VALLEY FORGE RE-PUMP	750	Above
			CUMBERLAND RE-PUMP	2,000	Above
			KAYE ST RE-PUMP	750	Above
			ST MARYS RE-PUMP	4,000	Above
			IBIS RE-PUMP	2,000	Above
			PALM BEACH RE-PUMP	200	Above
	Dave Persad	561 822-2124	Renaissance Em-generator 1045 Charlotte Ave	3,400	
	Guy Montante	(561) 804-4705	Fire Station #5, 700 N. Congress Ave	12,000	Below
			Fire Station #7, 8011 Okeechobee Blvd	2,800	Above
			Other Fire Stations (5 Ea.)	5 x1000	Above
	Ed Shelton	(561) 662-2463	ECRWRF 4375 Easley Drive	150,000	Above
				500	Above
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below

RFP E-03-22			Attachment "B"		
UNLEADED FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCTD	Staff	954 357-8423	3201 W Copans Rd., Pompano Bch.	20,000	Below
	Staff	954 357-7716	Ravenswood Rd., Ft. Lauderdale	12,000	Below
BCFS	Staff	954 357-6477	Fleet Superintendent - Cell 954 445-2941		
	Staff	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale 33315	20,000	Below
	Staff	954 357-5443/5441	Fleet Svc Ctr #3 1600 NW 30th Ave (Blount Rd), Pompano Bch 33069	26,000	Below
	Staff	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Lauderdale 33332	10,000	Below
	Staff	954-831-0865	WWS 2555 W. Copans Rd, Pompano Bch 33069	10,000	Below
	Staff	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue, Ft. Lauderdale 33315	12,000	Below
	Staff	954 357-5181	CB Smith Pk 900 N. Flamingo Rd. Pembroke Pines 33028	6,000	Below
	Staff	954 765-4062 x229	Mosquito Ctrl 1200 W. Airport Road, Pembroke Pines 33023	2,500	Below
	Staff	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood	2,500	Below
Boca Raton, City of	Robin Annexstein	561 393-7880	Purchasing Contact		
	Harri Mangroo	561 416-3382	Fire Station 5, 2333 W Glades Road, Boca Raton 33431 - UNLEADED	1,000	Above
	Harri Mangroo	561 416-3382	BCGRC Golf Course, 17751 Boca Club Rd.	700	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	12000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	12000	Below
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	12000	Below
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Above
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	12000	Below
Broward County Sheriff	Scott Barnett	954 497-1440	300 NE 2nd St., Deerfield	16,000	Below
			7515 NW 88 Ave, Tamarac	10,000	Below
			2001 NW 31 Ave, Lauderdale Lakes	25,000	Below
			160 S.W. 3rd St., Pompano Beach	10,000	Below
				12,000	Below
			3801 N.W. 5th Ave., Oakland Park	12,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	1,000	Above
			2200 SW 42nd St., Ft. Lauderdale	1,000	Above
			2610 SW 40th Ave., West Park	1,000	Above
			MM 35 alligator Alley, Weston	1,000	Above
			11251 SW 49th St., Cooper City	12,000	Below
			928 E. Hillsboro Blvd., Deerfield Beach	4,000	Below
Coconut Creek	Lorie Messer	954 956-1584	Purchasing Contact: 4800 W Copans Rd.		
	Suzanne Monnington	954-956-1540	Fleet Services Contact: 4900 W. Copans Rd	19,700	Below
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	4,000	Below
Coral Gables, City of	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	12,000	Above
Coral Gables, City of	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	8,000	Below
Coral Springs Improvement Dist.	Joe Stephens	954-796-6667 work	10300 NW 11th Manor Coral Springs, Fl	2,500	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	30,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
Dania Beach, City of	Thomas Goodman	954 924-3744	1201 Stirling Rd., Dania Beach, FL	4,000	Below
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	12,000	Below
Deerfield Beach, City of	German Cardona	954 420 5568	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	8,000	Below
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave., Ft. Lauderdale	3 x 18,000	below
			38th St: 949 NW 38th St., Ft. Lauderdale	3 x 18,000	below
			Lauderdale Memoridal Park: 2001 SW 4th Ave Fort Lauderdale	500	Above
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd., Fire Rescue Station 94	2,000	Above
Hallandale Beach, City of	Joseph Martinez, Fleet Manager	954 457-1614	630 NW 2 St.	2 x 10,000	Below
	Melanie VeLazquez, Warehouse	954 457-1613			
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL 33062	4,000	Below
Hollywood, City of	Joel Wall	954 967-4555	1600 S Park Rd.	3 x 10,000	Below
	Joel Wall	954 921-3260	1112 N Ocean Dr.	2 x 500	Above
	Matthew Domke	954-632-0953	Hollywood Marina, 700 Polk Street	10,000 REC 9	Above
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,500	Above
			3463 NW 43 AV Lauderdale Lakes FL 33319		

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	12,750	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	4,000	Below
Margate, City of	Giovanni Batista	954 972-8126	102 Rock Island Road	10,000	Below
Miami, City of	Reymon Soltis	305 329-4895	1390 NW 20 St	15,000	Above
	Juan Carlos Porta	305 361-3316	Marine Stadium Marina, Virginia Key	2 x 2000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	12,000	Below
			13900 Pembroke Rd.	10,000	Above
			13900 Pembroke Rd.	10,000	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	2 x 10,000	Below
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST, NMB, FL. 33162	10,000	Above
N Palm Beach, Village of	Denis Nentwick	561 644-5311	645 Prosperity Farms Rd	10,000	below
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS#2 300 S county Rd.	6,000	Below
	Billy Loihle	561 533-1170	Par 3 Gold Course, 2345 S Ocean Blvd.	6,000	Below
	Loretta Mellon	561-227-7044	PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
Palm Beach County School Dist	Morris Simpson	561 434-8172	3376 Summit Blvd. W. Palm Beach	20,000	Below
			7061 Garden Rd, Riviera Beach	10,000	Below
			1901 NW 16th St, Belle Glade	10,000	Below
			1302 SW 30th Ave, Boynton Beach	1,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	6000	Above
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	12000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	12000	Below
	Mark Gomes	954 518-9020	Howard Forman Health Campus-South - 911 Poinciana Drive	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant-North - 13955 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant Compound - 13975 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	West Pines Police Sub-Station - 18400 Johnson Street	12000	Above
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		
			451 NW 70th Ter Plantation FL 33317	12,000	Below
			770 NW 91st Ave Plantation FL 33324	10,000	Below
			750 NW 91st Ave Plantation FL 33324	15,000	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
Pompano Beach, City of	Forrest Hall	954 786-4033	1190 N.E. 3rd Ave., Bldg. A	12,000	below
Riviera Beach, City of	Lance Moss	561 845-4141	2391 Avenue L	2 x 15000	Below
	David Danford	561-845-4051	800 W Blue Heron Blvd	12,000	Below
		561-845-4051	5020 N Singer Island	1,700	Above- Smal
		561-845-4051	909 Avenue U	2,000	Above
		561-845-4051	909 Ave U	2,500	Above- Smal
		561-845-4051	2051 Avenue H, West	1,000	Above
		561-845-4051	6522 Haverhill Road	2,500	Below
Sunrise, City of	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	20,000	Below
	Karl Thompson	954 888-6003	14150 NW 8th St.	10,000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Below
Tamarac, City of	Imran Khan	954 597-3730	PSAC Complx 6011 Nob Hill Rd.	10,000	Below
	Rodney Sims	954 597-3727			
Village of Wellington	Luis Huertas - Fleet Superintendent	561-791-4129	14001 Pierson Rd.	20,000 gal.	Below
West Palm Bch, City of	Mario Guzman	561 822-2122	City Complex, 1045 Charlotte Ave	19,000	Below
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP E-13-17

Description/Title: UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

Initial Contract Term: Start Date: March 15, 2017 End Date: March 14, 2020

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 2 years (Period of Time)

Renewal No. 1 Start Date: March 15, 2020 End Date: March 14,2022

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

SECTION #1 **VENDOR AWARD**

Vendor Name: Port Consolidated Inc.

Vendor Address: 3141 Se 14th Ave.

Contact: Don Carlton, President

Phone: 800-683-5823 Fax: 954-527-1191

Cell/Pager: _____ Email Address: cspev@portconsolidated.com;

Website: _____ FEIN: 59-1173292

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: March 15,2017 Resolution/Agenda Item No.: _____

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No _____

SECTION #3 **LEAD AGENCY**

Agency Name: City of Pompano Beach

Agency Address: 100 W Atlantic Blvd, Pompano Beach, FL 33060

Agency Contact: Antonio Pucci Email antonio.pucci@copbfl.com

Telephone: 954-786-5504 Fax: _____

ORDINANCE NO. 2017-32

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE OF UNLEADED GASOLINE AND DIESEL FUEL, WITH THE CITY OF POMPANO ACTING AS THE LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement with Port Consolidated, Inc. pursuant to RFP E-13-17.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 28th day of February, 2017.

PASSED SECOND READING this 14th day of March, 2017.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
2/16/17
L:ord/2017-132

CONTRACT

THIS AGREEMENT is made and entered into this 15th day of March, 2017, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and PORT CONSOLIDATED, INC., a Florida corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-13-17; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-13-17), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-13-17, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of three (3) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this contract for an additional period of two (2) years upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

8. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph U.11 of RFP E-13-17. All payments by the City and Participating Agencies, shall be made after the service has been provided.

9. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

10. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Port Consolidated, Inc.
Donald R. Carlton, Jr., President
P. O. Box 350430
Fort Lauderdale, Florida 33335

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

11. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

12. Termination. This Agreement may be terminated pursuant to Paragraph Q of RFP E-13-17.

13. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

14. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in RFP E-13-17 attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to City.

15. Indemnity. The Contractor shall defend, indemnify and hold the City, all Participating Agencies in the Purchasing Cooperative Group, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Section 768.28, Florida Statutes.

16. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

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

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps

and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

Christine Kendel

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of March, 2017, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)

KERVIN ALFRED
Notary Public - State of Florida
Commission # GG 000246
My Comm. Expires Sep 21, 2020
Bonded through National Notary Assn.

"CONTRACTOR"

PORT CONSOLIDATED, INC.
a Florida corporation

Witnesses:

By: _____

Joseph R Jiska
(Print or Type Name)

Print Name: Donald R. Cachon Jr.

Karen Alvarez
(Print or Type Name)

Title: President

Business License No. 795718

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 2017, by DONALD R CACHON JR as PRESIDENT of PORT CONSOLIDATED, INC., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

BRENDA J. AYERS
Notary Public - State of Florida
Commission # FF 921372
My Comm. Expires Oct 9, 2019
Bonded through National Notary Assn

BRENDA J. AYERS

(Name of Acknowledger Typed, Printed or Stamped)

FF 921372

Commission Number

/jrm
2/21/17
I:agr/genl srvs/2017-382

pompano beach®

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-13-17

UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

RFP OPENING: January 20, 2017 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead

agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

I. "WORKING TOGETHER TO REDUCE COSTS"

December 20, 2016

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-13-17
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, hereinafter referred to as CITY, is seeking proposals from qualified firms to provide unleaded gasoline and diesel fuel to participating members of the Southeast Florida Governmental Purchasing Cooperative Group.

The City will receive sealed proposals until **2:00 p.m. (local), January 20, 2017**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

The intent of this solicitation is to establish an annual, open-end contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

1. Contract for diesel and unleaded gasoline products *with suppliers that have access to volumes of substantial petroleum products at Port Everglades either via contractual allocations or direct ownership*, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain the fuels at competitive market rates.

B. Scope Of Services

Attachment "A" – Specifications and Requirements

Attachment "B" – Locations of Participating Agencies fuel locations and contact personnel.

C. Participating Agencies

	Agency Name	Address	Contact Person	Phone #
1	Broward County	1 University Drive Plantation, FL 33301	Alfred Clauson	954 357-6477
2	Boca Raton, City of	201 W. Palmetto Park Rd. Boca Raton, FL 33432	Lynne Piper	561 393-7878
3	Coconut Creek, City of	4900 W Copans Rd Coconut Creek, FL 33063	Lorie Messer	954 956-1584
4	Cooper City, City of	9090 SW 50 Place Cooper City, FL 33328	Kerri-Anne Fisher	954 434-4300 x268
5	Coral Springs, City of	4181 NW 121 Ave Coral Springs, FL 33065	Alan DiStefano	954 345-2235
6	Dania Beach, City of	100 W Dania Beach Blvd Dania Beach, FL 33004	Ronnie Navarro	954 924-6808
7	Davie, Town of	6591 Orange Dr Davie, FL 33314	Brian O'Connor	954 797-1016
8	Deerfield Beach, City of	401 SW 4th St. Deerfield Beach, FL 33441	Ivelsa Guzman	954 480-4486
9	Ft. Lauderdale, City of	100 N Andrews Ave. Ft. Lauderdale, FL 33301	Sandy Leonard	954 828-5781
10	Green Acres, FL	5800 Melaleuca Lane Green Acres, FL 33463	Monica Powery	561 642-2089
11	Hallandale Beach, City of	400 S Federal Highway Hallandale Beach, FL 33009	Andrea Lues	954 457-1332
12	Hillsborough Beach, Town of	1210 Hillsboro Mile Hillsborough Beach, FL 33062	Jim Pugliese	954-427-6600
13	Hollywood, City of	2600 Hollywood Blvd. Hollywood, FL 33020	Paul Bassar	954 921-3552
14	Lauderdale Lakes, City of	3463 NW 43 Ave. Lauderdale Lakes, FL 33319	Robin Soodeen	954 535-2758
15	Lauderhill, City of	1919 NW 55th Ave. Lauderhill, FL 33319	Manny Cerezo	954 790-2966
16	Lighthouse Point, City of	4730 NE 21st Terrace Lighthouse Point, FL 33064	Charles Schramm	954 946-7386
17	Margate, City of	5790 Margate Blvd Margate, FL 33063	Spencer Shambray	954 935-5341
18	Miami, City of	444 SW 2nd Ave, 6th Flr. Miami, FL 33130	Eduardo Falcon	305 416-1901
19	Miami Gardens, City of	18605 NW 27 Ave. Miami Gardens, FL 33055	Tom Ruiz	305 622-8000

20	Miramar, City of	13900 Pembroke Rd. Miramar, FL 33027	Alicia Ayum	954 602-3121
21	N Miami, City of	776 NE 125 St. N Miami, FL 33161	Alberto Destrade	305 895-9886
22	N Miami Beach, City of	2101 NE 159th Street, N Miami Beach, FL 33162	Joel Wasserman	305 948-2946
23	North Palm Beach, Village of	645 Prosperity Farms Road N. Palm Beach, FL 33408	Susanne Hachigian	561 841-3375
24	Palm Beach, Town of	951 Old Okeechobee Rd. West Palm Beach, FL 33401	Adis Pedraza	561 227-7000
25	Palm Springs, Village of	226 Cypress Lane Palm Springs, FL 33461	Ken Dye	561 965-5770
26	Pembroke Park, Town of	3150 SW 52nd Ave. Pembroke Park, FL 33023	Todd Larson	954 966-4600 Ext. 238
27	Pembroke Pines, City of	13975 Pembroke Rd Pembroke Pines, FL 33027	Mark Gomes	954 518-9020
28	Plantation, City of	400 NW 73rd Avenue Plantation, FL 33317	Charles Spencer	954 797-2647
29	Pompano Beach, City of	1190 NE 3rd Ave, Bldg C Pompano Beach, FL 33060	Jeff English	954 786-4098
30	Riviera Beach, City of	2051 MLK Blvd. Ste. 310 Riviera Beach, FL 33404	Rebecca Reed	561 882-1809
31	School Board, Broward Cty	7720 W Oakland Park Blvd. #323, Sunrise, FL 33351	Al Shelton	754 321-0520
32	School District, Palm Beach County	3300 Forest Hills Blvd. West Palm Beach, FL 33406	Morris Simpson	561 434-8172
33	Sheriffs Office, Broward County	2601 West Broward Blvd Ft Lauderdale, FL 33312	Rick Torres	954 831-8170
34	Southwest Ranches, Town of	13400 Griffin Road Southwest Ranches, FL 33330	Sandy Luongo	954 343-7476
35	Sunrise, City of	10770 Oakland Pk Blvd, 3rd Flr Sunrise, FL 33351	Wendy Lorenzo	954 572-2485
36	Tamarac, City of	7525 N.W. 88th Ave. Tamarac, FL 33321	Keith Glatz	954 597-3567
37	West Palm Beach, City of	401 Clematis Street W Palm Beach, FL 33401	Nate Rubel	561 822-2109
38	Weston, City of	2599 S Post Road Weston, FL 33327	Karl Thompson	954 385-2600
39	Wilton Manors, City of	524 NE 21 Ct. Wilton Manors, FL	David Archacki	954 390-2190

D. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

E. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the firm. The letter should present an overview of the Proposer's organization and will include the firm name, address, principal contact person for this proposal, e-mail address, phone number, and fax number. A brief description of the firm's history and corporate affiliations.

2. Qualifications, capabilities, and experience: Qualifications and specialized experience of proposer for providing the type of products described in the Specifications and Requirements (Attachment "A") of this RFP.

    a. State proposer's capability to provide these types of products on a local (Port Everglades) and regional/national level.

b. List of representative current customers comparable in size and scope to this RFP for which the Proposer is providing petroleum products. The list should include the name and address of each client's contact person, telephone and fax numbers, e-mail address and a general description of the existing business relationship.

3. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.

4. Address how Proposer will ensure its contractual obligation to the Co-Op. Include any contractual obligations to supply fuel to other entities that could affect the Co-Op's supply of fuel. If Proposer is a fuel distributor (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.

5. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the proposal response. Proposers should describe in detail any product volume purchase requirements which would be required of ***each participating agency*** on a monthly basis.

6. ***Contingency plan of action. Firms should describe a plan of action to assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.***

7. Price Proposal: Submit your firm, fixed price proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 "pricing methodology" with the proposal response.

8. Alternate Proposals:

a. An option is afforded to all proposers to submit, in addition to their original proposal, an alternate proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

b. For the potential use of some participating agencies, the opportunity is afforded to all proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:

i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.

ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

Proposers wishing to provide an alternate proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential proposers become part of this Request for Proposal and any resulting contract. The proposal form should be signed by an authorized company representative, dated and returned with the proposal.

10. Contract with Participating Agencies:

No negotiations, decisions or action shall be initiated or executed by the Offeror as a result of any discussions with any participating agency or representative of those agencies. Only those communications, which are in writing from the Purchasing Agent, or other designee, of the City of Pompano Beach may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

Litigation:
Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:
The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

F. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

    a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

    b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum $2,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
__ explosion & collapse hazard	
__ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
__ sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate
AUTOMOBILE LIABILITY:	Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	
__ owned	
__ hired	
__ non-owned	
REAL & PERSONAL PROPERTY	
__ comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
__ other than umbrella	bodily injury and property damage combined	$1,000,000	$1,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis	$2,000,000	$2,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall

survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

   a. Certificates of Insurance evidencing the required coverage;

   b. Names and addresses of companies providing coverage;

   c. Effective and expiration dates of policies; and

   d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

G. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	Criteria	Point Range
1.	**Firm Qualifications and Capabilities** (Factors including but not limited to the following) • Fuel supply delivery capability from Port Everglades • Contracting Terms and Conditions proposed	0-40
2.	**Emergency Supply Capabilities** (Factors including but not limited to the following) • Control of storage facilities in Tri-County area • Contingency plan of action • Availability of regional emergency storage	0-20
3.	**References** (Factors including but not limited to the following) • Years experience • Number of Locations	0-10
4.	**Cost**	0-30
	Total	**0-100**

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the

solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

H. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

I. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

L. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

M. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

N. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

O. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

P. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

Q. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

S. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

T. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

12. Public Records

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

   i. Keep and maintain public records required by the City in order to perform the service;

   ii. Upon request from the City's custodian of public records, provide the City with a copy of 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;

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

iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

V. Questions and Communication

All questions regarding the RFP are to be submitted in writing. All questions are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

W. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):

_____

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

February 15, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Best and Final Offer – E-13-17

Dear Mr. English:

Thank you very much for your time today and thank you for the opportunity.

As a follow up to our negotiation meeting for E-13-17, please see our "Best and Final" offer to the Co-op.

	ULSD	87 E-10
Transport	+ 0.007	+ 0.007
Tankwagon	+ 0.089	+ 0.089

All other pricing in the RFP will remain the same.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-13-17 (number), Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

On behalf of Port Consolidated, I would like to thank the City of Pompano Beach for the opportunity to participate in this RFP. Below you will find our official contact information.

Name of Firm: Port Consolidated
Physical Address: 3141 SE 14th Ave., Ft. Lauderdale, FL 33316
Mailing Address: PO Box 350430, Ft. Lauderdale, FL 3333
Corporate Website: www.portconsolidated.com
Corporate Phone: 800-683-5823
Corporate Fax: 954-527-1191
Point of Contact: Don Carlton, President
E-Mail Address: dcarlton@portconsolidated.com

Per the terms of the RFP, the following is a brief outline of Port Consolidated and its history:

- The company has been marketing petroleum products in Florida since 1967.
- We have locations in Miami, Ft. Lauderdale, Pompano, Riviera Beach, West Palm Beach, Fort Pierce, Fort Myers, Tampa, Orlando, Palatka, Jacksonville, and Fernandina Beach.
- Port Consolidated currently supplies a multitude of municipalities throughout the State of Florida for not only day to day supplies, but hurricane and emergency fuel as well.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.

- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, TPSI, Colonial, Gulf Oil, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.

- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.

- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our firm's qualifications and experience along with a list of references:

Port Consolidated has been supplying fuel and lubricants throughout the State of Florida since 1967. We own and operate all of our own equipment, never having to rely on common carriers to deliver the products that we sell. Our customer service department, consisting of 15 representatives, is open Monday through Friday, 7:30 AM to 5:00 PM. In addition to that, we have 24 sales representatives out in the field to assist our customers with any/all technical questions.

Please see below a list of local references. We have serviced these entities over the years.

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County School Board – Mark Alan - 754-321-0507

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a list of key personnel that will be assigned to this account:

- Customer Service – Fay Francisco, Linda Rogers, Jane Mitchell, Natasha Corona, Vanessa Burch, Danielle Schatz – 954-522-1182
- Billing Inquiries – Heather - 877-345-1098 x1009
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 877-345-1098 x1017

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

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Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contractual Supply Obligation – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our supply chain that will ensure adequate fuel supply for the Co-op, not only on a day-to-day basis, but during a declared State-of-Emergency as well.

Port Consolidated's corporate headquarters sits in the heart of the Port Everglades, which supplies both gasoline and diesel fuel to all of South Florida. We have the ability to pull day to day product from Chevron, Citgo, Gulf Oil, Indigo, Mansfield, Marathon, Motiva, Petroleum Traders, and Valero.

For those times when supplies are tight, we have contractual arrangements with Chevron, Gulf Oil, Indigo Energy, and Marathon. These contracts will ensure a guaranteed, ratable supply to the Co-op. Attached to this letter, you will find copies of those current agreements.

Port Consolidated also has the ability to pull product from other Ports throughout the State of Florida, notably the Port of Tampa, Port Manatee, Port Canaveral, Orlando, and the Port of Jacksonville. Should Port Everglades become incapacitated for any length of time, these various Ports provide us with other options to pull product. We also have relationships in Savannah.

In addition to our regular supply points, Port Consolidated also has the ability to pre-purchase and store product at any one of our 13 facilities. Our total storage capacity is just under 3 million gallons for various petroleum products.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

20264

GUARANTEED SUPPLY AGREEMENT

This is a Guaranteed Supply Agreement dated November 2, 2016 between Marathon Petroleum Company LP ("MPC"), a Delaware limited partnership with offices at 539 South Main Street, Findlay, Ohio 45840 and Port Consolidated, Inc. ("**Port Consolidated**"). a Florida corporation with offices at 3141 SE 14th Avenue. Fort Lauderdale, Florida 33316.

1. Definitions. "Products" shall mean gasoline, gasohol and distillates of all grades and types as are generally offered to MPC's Wholesale Reseller customers at a Terminal from time to time. "Terminal," "10-Day Volume," and "Monthly Volume," shall refer to the MPC terminals and the associated quantities (in gallons) listed in the table in Section 3, if applicable. "Month" (capitalized or not) shall mean a calendar month. "10-Day Period" shall mean 10 calendar days in a Month, beginning on the first day of the Month. The last 10-Day Period in a Month must end on the last calendar day of the Month and can be shorter or longer than 10 days depending on the amount of days in the Month.

2. Term. The initial term of this Agreement is from January 1, 2017 to December 31, 2017, inclusive. This Agreement shall automatically renew for up to two successive one-year renewal term(s) unless either party gives written notice of non-renewal at least 60 days prior to the end of the initial term or any subsequent one-year renewal term. In no instance shall this Agreement extend beyond December 31, 2019.

3. Quantity. (A) During each Month, **Port Consolidated** shall purchase 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table below. **(B)** During each 10-Day Period, **Port Consolidated** shall purchase the 10-Day Volumes of each Product at the associated Terminal as shown in the table below. **(1)** MPC shall not guarantee availability of Product for **Port Consolidated's** purchase in amounts greater than 110% of the 10-Day Volumes set forth in the table below. **(2)** During any 10-Day Period, all Product purchases over 110% of the 10-Day Volumes shall not apply toward **Port Consolidated's** obligation to purchase the Monthly Volumes. **(C)** In the event the needs of **Port Consolidated** increase beyond the volumes specified in the table below, **Port Consolidated** shall notify the MPC Regional Office in writing of the additional volume requested at least 30 days prior to lifting. The MPC Regional Office shall assess Product availability. and if the parties mutually agree, shall amend the volumes in the table set forth below.

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Tampa	GASOHOL	TERM	125,000	375,000
Tampa	ULSD	TERM	616,666	1,850,000
Fort Lauderdale	GASOHOL	TERM	275,000	825,000
Fort Lauderdale	ULSD	TERM	750,000	2,250,000
TOTAL MONTHLY VOLUME				**5,300,000**

4. Price. The price for any given load of Product shall be the applicable MPC Wholesale Reseller Price in effect at the following Terminal(s) as of the time that lifting ends: Tampa and Fort Lauderdale.

Port Consolidated acknowledges and agrees that MPC may use the Wholesale Reseller Price to manage customer liftings when MPC's Product supply at a Terminal is limited and **Port Consolidated** waives the right to claim that this method of pricing is unfair, anti-competitive, tortious, or a breach of contract.

5. Remedies. (A) MPC will, at its sole discretion, invoice **Port Consolidated** on a monthly basis an underlifting fee of $.0300 per gallon not lifted if **Port Consolidated** fails to lift 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table in Section 3. **Port Consolidated** shall pay MPC within 15 days after receipt of the invoice for any applicable underlifting fees charged by MPC. No failure by MPC to charge for any underlifting fees to which it would be entitled in any given month shall operate as or imply any existing or future waiver of the right to charge such fees, nor shall it, in any way, limit or alter the rights of MPC set forth herein or prevent MPC from asserting its rights herein through estoppels or any similar legal theory. **(B)** MPC may cancel this Agreement upon 15 days' advance written notice if, for any two consecutive months, **Port Consolidated** fails to purchase the Monthly Volumes at the associated Terminal as shown in the table in Section 3. **(C)** If a supply interruption occurs at a Terminal, MPC may request **Port Consolidated**, to the extent logistically feasible, to lift Products at another MPC Terminal.

6. General. (A) THE ATTACHED PRODUCT SALES TERMS ARE PART OF THIS AGREEMENT, but the terms herein shall prevail over any conflicting terms in the Product Sales Terms. **(B)** The fee in Section 5(A) is not a penalty but is a reasonable liquidated damage amount. **(C)** This Agreement has been executed in two original counterparts. **(D) Port Consolidated** has the right to disclose the terms and conditions contained herein with its agents, employees, directors and officers with a need to know, however these terms and conditions are confidential, and any unauthorized disclosure by **Port Consolidated** without the express written consent of MPC is a material breach of this Agreement.

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

By: Ken Mauk

Title: Southern Region Manager

APPROVED AS TO FORM tgh 10/31/16

Port Consolidated, Inc.

By:

Title: President

{425885.DOCX }

(Revised 8/1/2016)

PRODUCT SALES TERMS

These terms will apply to any agreement to which they are attached, in which they are incorporated by reference, or which is found on the other side of these terms. In the event of a conflict between that agreement and these terms, that agreement will control. That agreement and these terms are collectively referred to below as the "Agreement", and the term "Products" refers to the petroleum products sold by Marathon Petroleum Company LP ("Seller") under this Agreement to the buyer identified in this Agreement ("Buyer").

1. **Payment.** Payment terms are subject to change by Seller at any time. If Seller does not receive payment when due, it may impose a late payment charge not to exceed the maximum amount allowed by law and if the account is placed for collection or suit is filed thereon, Seller will be entitled to attorney fees and court costs. **PAYMENTS TENDERED IN FULL SETTLEMENT OF A DISPUTED AMOUNT MUST BE CLEARLY LABELED AS SUCH AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO: COMMERCIAL CREDIT MANAGER, MARATHON PETROLEUM COMPANY LP, 539 SOUTH MAIN STREET, FINDLAY, OHIO 45840.** Seller may set off amounts owed by Buyer to Seller or its subsidiaries or affiliates against amounts owed by Seller to Buyer.

2. **Taxes.** Buyer will pay, and indemnify Seller for, all taxes, fees, duties, environmental levies, and other charges (whether imposed on manufacture, processing, use, purchase, sale, resale, delivery, receipt, title transfer, inspection, removal from storage, measurement or passage through a measurement device, receipt of payment, or other activity, and regardless of when imposed) relating to Products, or their raw materials or feedstocks. The sole exception to this obligation is taxes based on or measured by Seller's income or net worth. Upon account set up, Buyer will promptly furnish Seller with the Buyer's appropriate state tax registration number(s), its federal identification number and any applicable tax exemption certificates. Buyer will promptly inform Seller of any changes to its tax registration or exemption status that may occur after account setup.

3. **Delivery.** All sales will be F.O.B. the "Ship From" location stated in this Agreement, unless this Agreement clearly provides otherwise. Title and risk of loss will pass to Buyer at the "Ship From" location as Product passes (as applicable) the transport truck or railcar inlet flange, barge permanent hose connection, or pipeline upstream flange. Title and risk of loss will not be affected by Seller's ownership of the transportation assets, arrangement of shipment, and/or pre-payment or collection of shipment expenses from Buyer. Seller will have no obligation to deliver Product at the "Ship From" location unless Buyer, its agents, and its carriers have entered into, and are in compliance with, agreements governing access to the "Ship From" location.

Where this Agreement clearly provides that delivery is F.O.B. the "Ship To" destination, title and risk of loss will pass to Buyer at the "Ship To" destination as Product passes (as applicable) the transport truck or railcar outlet flange, barge permanent hose connection, or pipeline downstream flange. Where shipment is by railcar, and Buyer is unable to accept delivery of the railcar when offered, then title and risk of loss will pass to Buyer at the time of constructive placement of the railcar. Buyer will pay and be responsible for any demurrage, fleeting, shifting, parking, detention, port or other charges related to receipt or delivery of Product, unless solely caused by Seller.

4. **Quantity and Inspection.** Quantities will be determined by (in order of preference) calibrated meters; terminal tank gauges or shoretank downgauges; or any applicable ASTM method. Quantities may be temperature-adjusted to 60°F, at Seller's option, using built-in temperature compensators or ASTM tables. Either party may require that Product quantity and quality be determined by a jointly-selected, licensed petroleum inspector, whose findings will be conclusive. Customary inspection costs will be shared equally, but additional services will be paid for by the party requesting them.

5. **Compliance With Laws.** Buyer, its agents, and its carriers will comply with all laws, regulations, and standards applicable to the sale, delivery (including loading, unloading, and/or transloading), transportation, storage, use, and disposition of Products, and Buyer will not deliver, or allow to be delivered, to an RVP or RFG control area any Product that would be in violation of U.S. EPA regulations applicable to that area. Buyer will require similar commitments from its purchasers. Product identified as Blend-Grade, CBOB or RBOB is for use as blending component only.

6. **Safety and Health.** Buyer shall thoroughly review and adhere to all Safety Data Sheets (SDS) and other safety-related information provided by Seller concerning the Products, including but not limited to the recommended use, restriction on use, precautionary measures and exposure controls for each of the Products as described in the SDS. Buyer shall comply with all state and federal laws, regulations and codes pertaining to the maintenance and distribution of SDS. Buyer acknowledges the hazards and assumes the risks associated with handling and using each of the Products. SDS for Products are available at the following internet address: http://www.marathonpetroleum.com /brand/products/sds/. Buyer may request to receive SDS via email by contacting the Seller at sdsinfo@marathonpetroleum.com.

Buyer's employees, agents, and subcontractors will comply with all applicable safety standards, policies, practices and rules of conduct mandated by Seller when involved in any operations on Seller's premises in connection with the performance of this Agreement.

7. **Warranties.** Seller warrants good title to all Products supplied hereunder at the time of delivery to Buyer, and that each Product supplied hereunder will comply with all applicable federal, state and local rules and regulations in effect at the time and place title thereto passes to Buyer. **MPC DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OR QUALITY OF PRODUCTS SUPPLIED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PARTICULAR OR INTENDED PURPOSES OR USAGE.** Seller will, at its option and its cost (including expense of return and re-delivery), remedy the defect in, replace, or refund the purchase price of, any Product that fails to meet this warranty. **THIS IS BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.**

8. **Claims.** All claims must be in writing. Product quality or quantity claims must be delivered to Seller within 30 days after delivery of the Product, and all other claims by Buyer must be delivered to Seller within 60 days after the event giving rise to the claim. Buyer will preserve, and permit Seller to inspect and sample, the subject Product. **ANY LAWSUIT AGAINST SELLER WHICH INVOLVES THIS AGREEMENT OR THE SALE OF PRODUCTS MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.**

9. **Limitation of Liability. IN NO EVENT WILL SELLER'S LIABILITY FOR DAMAGES (WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT CONCERNED NOR WILL SELLER BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

10. **Force Majeure and Allocation.** Neither party will be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire; explosion; flood; earthquake; storm; act of God; mechanical breakdown; sabotage or vandalism; strike or other labor disturbance (Seller will not be required to settle a labor dispute or take an action that might involve it in a labor dispute); shortages of, or delays in obtaining, crude oil, feedstocks, raw materials or finished products, equipment, labor, transportation, or storage; interruption of utility services; or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its Product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions and subsidiaries, and its and their customers (whether under contract or not), Seller may allocate its supply among all of them in any fair and reasonable manner determined by Seller.

11. **Indemnity.** Buyer will indemnify and defend Seller and its employees and agents against any loss, claim, liability (actual or alleged), fine, penalty, or expense (including court costs, attorney fees, and litigation expenses), of any kind (including those based in tort, warranty, or strict liability), arising out of, or in connection with: (i) the performance of this Agreement; (ii) any failure of Buyer, its agents or employees to comply with the terms and conditions of this Agreement; or (iii) any act or failure to act in the handling, storage, transportation, loading, unloading, transloading, resale, or other use, by Buyer or others, of a Product sold under this Agreement. The only exception to this obligation is when Seller's negligence or intentional misconduct is determined by a court to be the sole cause of the damage. In responding to any third-party claims, Seller may select an attorney and may enter into any settlement without affecting this obligation.

12. **Default.** Seller may terminate this Agreement in the event of a material default by Buyer which is not cured within 10 days after notice of default is given. Seller may also terminate this Agreement at once (and

Buyer will have no right to cure) if Buyer either fails to pay any amount when due or violates the provisions of paragraph 14 below. The right to terminate is in addition to any other remedy that may be available. A waiver of a default in one instance does not extend to any subsequent default.

13. Export Sales. For any Product that will be exported from the U.S.A. by Buyer or another Party, all export-related requirements are the sole responsibility of Buyer or the Exporter. Seller is not responsible for compliance with U.S. export control laws or requirements in such transactions unless it agrees to assume that responsibility in writing. Buyer acknowledges that Product was designed and produced solely for commercial purposes. Further, Buyer agrees that unless specifically licensed by the United States government, no Product received from Seller is intended to be nor will be, shipped either directly or indirectly, to any country entity, or person or for any end-use that is prohibited under the Export Administration Regulations ("EAR"), Office of Foreign Assets Control ("OFAC") regulations, International Traffic in Arms Regulations ("ITAR") or as otherwise prohibited by any applicable law or regulation. Any diversion contrary to U.S. law is strictly prohibited. Buyer shall indemnify and hold Seller harmless from all fines, penalties, costs, and expenses (including reasonable attorney fees) incurred by reason of the breach of the foregoing.

Except where Seller has specifically provided to Buyer in writing the appropriate documentation necessary to substantiate that Product is eligible for NAFTA or other preferential duty treatment, Product sold hereunder is deemed not eligible for NAFTA or any preferential duty treatment.

For any Product that will be exported from the U.S.A. by Buyer, Seller reserves all rights as a manufacturer under 19 U.S.C. §1313 and related regulations and reserves all rights to claim drawback. Buyer will provide Seller with proof of export satisfactory to Seller and any other information needed by Seller for the timely and accurate filing of Seller's claim.

14. Trademarks. Buyer will not use Seller's name, trade or service marks, or trade dress in any way with regard to the Products.

15. General. (A) The sale of Products to Buyer, and this Agreement, will be governed by Ohio law, without giving effect to its principles of conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sales of Goods. (B) Buyer's obligations in paragraphs 2, 5, 6, 11, 13, and 14 above will survive termination of this Agreement. (C) The invalidity or unenforceability of any part of this Agreement will not affect the validity or enforceability of its remaining provisions. (D) This Agreement, and any rights or duties under it may not be assigned or delegated by Buyer; any attempted assignment or delegation by Buyer will be void. (E) In the event of a sale or transfer of all or substantially all of Buyer's equity shares or assets, or a controlling interest in either, by merger, acquisition, exchange, joint venture, or other similar transaction, Seller may, at its sole option, immediately terminate this Agreement. (F) No claim or notice relating to this Agreement to be given to Seller will be valid unless sent by certified mail return receipt requested or by a national overnight courier service to Seller addressed as follows: Manager, Wholesale Marketing, Marathon Petroleum Company LP, 539 South Main Street, Findlay, Ohio 45840. All notices given by Seller to Buyer may be sent to the addresses shown on the most recent written correspondence sent to Seller by Buyer, or to such addresses as may be requested in writing by Buyer in the future. (G) No amendment or modification of this Agreement will be valid unless made in a writing signed by authorized representatives of both parties. Any attempt by either party, through a job order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Agreement will be deemed immaterial and will be void, unless contained in an amendment executed as specified hereinabove. (H) No failure to exercise or election not to exercise any of a party's rights hereunder will constitute any waiver or modification of such rights, or be deemed to be a course of performance or dealing, modifying or waiving the parties' rights, remedies, duties, obligations or liabilities under this Agreement or any part thereof. (I) This Agreement contains the entire agreement of the parties with respect to its subject matter.

Chevron

Our Family of Brands

Product Sales Contract
(Reseller)

This contract is dated **November 01, 2016**, and is between **Chevron Products Company**, a division of Chevron U.S.A. Inc. ("Seller"), and **PORT CONSOLIDATED INC** ("Buyer").

Seller and Buyer agree as follows.

1. TERM. The term of this contract shall commence on **November 04, 2016**, and shall end on **October 31, 2017**, unless sooner terminated by either party in accordance with the provisions of this contract.

2. PRODUCTS AND QUANTITIES. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of diesel fuel and other products specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.

3. PRODUCT QUALITY. The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.

4. PRICE. The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).

5. PAYMENT AND FINANCIAL RESPONSIBILITY. Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

~~Buyer shall, except at Seller's option, pay Seller cash before delivery for products purchased hereunder.~~

Buyer acknowledges the importance of payment within the terms specified when credit is extended and agrees that past due amounts shall bear interest at the rate of 18% per year or the maximum rate permitted by the state of Buyer's address for notices as specified in Exhibit A of this contract, whichever is less. If Buyer fails to make payment within the specified terms, such failure shall, at Sellers's option, be deemed a breach of this entire contract and, in addition to such other remedies as it may have, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment (including payment of all amounts then outstanding for products delivered by Seller to Buyer hereunder) is received, or to terminate this contract. The acceptance of any payment by Seller after the due date shall not waive any of Seller's rights hereunder nor shall such withholding of deliveries or termination of this contract affect any obligation of Buyer hereunder. If credit is extended to Buyer by Seller, the buyer shall periodically provide to (Chevron) that financial information or security

deemed necessary by (Chevron) to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to (Chevron) in the sole judgment of (Chevron), advance cash payment or security satisfactory to (Chevron) shall be given by the buyer on demand by (Chevron) and shipments/deliveries may be withheld until such payment or security is received.

Seller's terms of payment are subject to change without notice at the discretion of Seller.

6. TAXES. Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract shall, if collectible or payable by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.

7. DELIVERIES. Product deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales). . Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable rules and regulations as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.

8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.

9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply-demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.

10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligation under section 11 of this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer), directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.

12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:
    - "Seller and its affiliates" means Seller, its ultimate parent company Chevron Corporation, and the subsidiary and affiliated companies of each of them.
    - "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
    - "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
    - Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
    - "A or B" means "A or B or both."

13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).

14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.

15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.

16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.

17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.

18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

19. NOTICES. Notices to be given under this contract shall be in writing and delivered by mail, in person, or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.

20. TERMINATION. Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.

21. WARRANTY. Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

22. DISCRETIONARY SALES. Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

Chevron Products Company,
a division of Chevron U.S.A. Inc.

By: _____ 11/1/2016
Attorney in Fact
Desmond Johnson,
Manager,
Commercial Products Support

Buyer

PORT CONSOLIDATED INC

By: _____

Title: _____

Chevron

Texaco Chevron Caltex

Our Family of Brands

EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear (S/gal)	DIFF Dyed (S/gal)
1022	TAMPA FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	250,000	275,000		2 3 4		
1021	FT LAUDERDALE FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	1,000,000	1 100,000		1 2 3 4		
1107	ORLANDO FL TRM KINDER MORGAN	Truck	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	116,667	128,333		1 2 3 4		

Pricing Provisions :

1. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades. Chevron will use the quote for the newer season.*
2. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades, Chevron will use the quote for the newer season.*
3. *OPIS CA LCFS = OPIS Prior Day California Low Carbon Fuel Standard for Motor Gasoline (CTS/GAL).*
4. The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using **prior day** pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.

   For Platt's or OPIS-based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open.

Notice Addressee:

Seller:
Chevron Products Company
Attn: Brian Coomes, General Manager
1500 Louisiana Street
Houston , TX 77002
UNITED STATES

Tel: (502) 420-7041

Buyer:
PORT CONSOLIDATED INC
Attn.Don Carlton
3141 SE 14TH AVENUE
FT. LAUDERDALE, FL 33316
US

Tel: (800) 683-5823 xt 233

Indigo energy

PETROLEUM PRODUCT SALE AGREEMENT

[Unbranded-Term-Rack]

This *Petroleum Product Sale Agreement* ("***Agreement***"), dated to be effective as of October 1, 2016 (the "***Effective Date***"), is entered into by and between PORT CONSOLIDATED, INC., a Florida Corporation ("***Buyer***"), and INDIGO ENERGY PARTNERS, LLC, a Georgia limited liability company ("***Seller***"). Each of Buyer and Seller is referred to herein individually as a "***Party***" and collectively, as the "***Parties***."

1. Term. The term of this Agreement (the "***Term***"), shall be from the Effective Date through September 30, 2017 (the "***Expiration Date***").

2. Purchase and Sale. Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, the product or products described on Exhibit A (collectively, the "***Products***", and each individually, a "***Product***"), in accordance with the terms and provisions of this Agreement. Seller's obligations under this Agreement are expressly conditioned upon Buyer satisfying Seller's credit and other financial requirements.

3. General Terms and Conditions. The general terms and conditions set forth on the attached Exhibit B are incorporated herein for all purposes.

4. Volume Requirements; Delivery Point. Exhibit A attached hereto and made a part hereof designates the monthly ratable volumes (the "***Monthly Volume***"), and total aggregate gallons (the "***Total Volume***") of each Product that Buyer has agreed to purchase under this Agreement, and further designates the location (each, a "***Delivery Point***") where each Product will be delivered FCA to Buyer. During each calendar month during the Term, Seller agrees to sell, and Buyer agrees to purchase, not less than **90%** and not more than **110%** of the Monthly Volume at each Delivery Point (the "***Volume Range***"), which shall be ratable on a daily and weekly basis, and Buyer will not be allowed to purchase from Seller, and Seller will not be required to sell to Buyer, more than **110%** of the ratable weekly portions of, or more than **110%** of the ratable daily portions of the Monthly Volume. The volume of Product purchased will be determined solely by the amount set forth on the net bill of lading generated at the Delivery Point. The Monthly Volume may be adjusted from time to time upon mutual agreement; provided, however, in such case a formal amendment to this Agreement is not necessary.

5. Price and Payment. Buyer agrees to pay Seller, at the prices specified therefor on Exhibit A (the " ***Price***"), for all Products purchased under this Agreement within ten (10) days after the date of the relevant bill of lading. Notwithstanding anything to the contrary contained herein, or contained in any other agreement between the Parties, Buyer shall pay to Seller on demand amounts equivalent to any and all (collectively, the "***Fees*** "): Taxes, duties, charges, and fees, and any and all increases thereon which are now or hereafter imposed, directly or indirectly, on, against, in respect of, or measured by the Products, or any material contained in the Products, or the inspection, production, manufacture, sale, purchase, storage, transportation, delivery, or other handling of the Products or material contained in the Products, or any feature thereof, or otherwise relating to this Agreement. Fees are not included in the Price and will be billed as a separate line item on each invoice.

6. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice.

7. Ratability. In addition to any other rights that Seller may have under this Agreement as a result of Buyer's failure to purchase Products within the Volume Range, if Buyer fails to purchase at least

90% of the Monthly Volume for a given Product at a given Delivery Point, at Seller's sole discretion, upon written notice to Buyer (the " ***Underlift Notice***"), Seller may reduce the Monthly Volume thereafter required to be sold and delivered by Seller to Buyer to the actual amount purchased by Buyer (the "***Adjusted Monthly Volume***"), which amount will be stated in the Underlift Notice.

8. Miscellaneous.

a. *Notices.* All notices required by, permitted by or otherwise related to this Agreement shall be in writing and sent by facsimile, overnight courier, hand, registered or certified mail, return receipt requested with all postage fully paid to the relevant Party at the address set forth below the signature block below. A Party may change or provide additional notice information to the other by giving notice in accordance with this section. A notice shall be deemed to have been received by a Party: (i) if delivered by hand or sent by overnight courier, on the day of delivery if a Business Day, or if not a Business Day, on the immediately following Business Day, (ii) if sent by registered or certified mail, return receipt requested, on the date of receipt, and (iii) if transmitted by facsimile, at the time of transmission with answer back confirmation of receipt.

b. *Counterparts; Facsimile* Signatures. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronically scanned transmittal (including via electronic mail in portable document format) is effective execution for all purposes under this Agreement.

[*signatures commence on following page*]

Buyer and Seller have executed this Agreement to be effective for all purposes as of the Effective Date.

BUYER:

PORT CONSOLIDATED, INC.

By: _____
Name: Donald R Carlton
Title: President

SELLER:

INDIGO ENERGY PARTNERS, LLC

By: _____
Name: David Mansfield
Title: Director of Sales

Notice to Buyer:
Port Consolidated, Inc.
Attn: Don Carlton
P.O. Box 350430
Fort Lauderdale, FL 33335-0430
Fax: (954) 527-1191

Notice to Seller:
Indigo Energy Partners, LLC
Attn: ~~Blake Shirley~~ David Mansfield
P.O. Box 2535
Gainesville, GA 30005
Fax: (678) 928-4925

[Signature Page to Petroleum Product Sale Agreement]

80055973.2

EXHIBIT A
TO
PETROLEUM PRODUCT SALE AGREEMENT

Certain Definitions:

PLATTS	= Platt's Oilgram Price Report.
Same Day	= Quote for the day of delivery, except for weekend or holiday days, for which the most recently published relevant quote will apply

Delivery Point	Product	Price Per Gallon	Month	Volume (in Gallons)
J015 – US10454#FPRT Evgds FL-MOT Depot	GN MV 2D (S-15 PPM)		OCT	1,050,000
			NOV	1,050,000
			DEC	1,050,000
			JAN	1,050,000
			FEB	1,050,000
			MAR	1,050,000
			APR	1,050,000
	GN NR 2D (S-15 PPM)-DYED		MAY	1,050,000
			JUN	1,050,000
			JUL	1,050,000
			AUG	1,050,000
			SEP	1,050,000
			Total	12,600,000

* Seller may increase these adders during the Term if and to the extent that Seller's actual secondary costs increase after the Effective Date, but must give Buyer at least 30 days' notice of any changes before they become effective.

[End of Exhibit A]

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr.English:

Per the terms of the RFP, the following is a brief description of the obligations of the Co-op participants.

1. All Participants' storage tanks must be registered accordingly with all local code enforcement agencies.
2. Participating agencies can order fuel Monday through Friday from 7:30 AM to 5:00 PM.
3. Orders will be accepted via phone, fax, or e-mail. Automatic deliveries and/or weekly top-offs are recommended for tankwagon deliveries.
4. Orders in by 3 PM are guaranteed next day service.
5. Port Consolidated expects Co-op participates to pay within the defined terms of the agreement. Failure to do so may result in refusal of service.
6. Port Consolidated does not have volume purchase requirements for participating agencies. However, if an agency does not purchase product on a regular basis, we cannot guarantee supply during an emergency situation.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our Contingency Plan of Action.

1. Port Consolidated has contracted with 3 different suppliers in Port Everglades for approximately 4 million gallons per month of diesel and 825K gallons per month of gasoline.
2. Port Consolidated has contracted with 2 different suppliers in the Port of Tampa and Orlando for approximately 2.25 million gallons per month of diesel and 375K gallons per month of gasoline.
3. Port Consolidated also has active accounts in Port Everglades with 7 other suppliers.
4. Port Consolidated operates 13 different petroleum storage facilities in Florida that can hold up to 3 million gallons of product.
5. Port Consolidated has more rolling assets than any supplier in the State of Florida. We have the ability to shift those assets from one market to another depending on where the emergency needs arise.
6. Port Consolidated fills any/all petroleum storage available throughout its network prior to any named storm. This storage capacity will allow us continuous operation while the other terminals are not releasing product.
7. Port Consolidated operates 9 offices throughout the State of Florida. We have computer servers stored at a hurricane proof facility in Dade County. Our office can function from any one of our 9 offices throughout the State.
8. Port Consolidated has 6 satellite phones to utilize during times of crisis when AT&T is not operating.
9. Port Consolidated has a fleet of mobile generators in stock to position at any of our locations that may experience a power outage.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

10. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
11. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 11 simple steps should allow us to function properly throughout a time of crisis.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-13-17, Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

RFP E-13-17
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated *monthly* usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99,"Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily ***OPIS*** price published in the "OPIS Contract Benchmark File" as described herein ***for the date of delivery of product*** to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	$ (+) 0.019	$ (+) 0.089
2	Diesel Fuel #2 Ultra Low Sulfur	$ (+) 0.019	$ (+) 0.089
3	Lump Sum Additional Delivery Charge for Deliveries beyond 30 mile radius of Port Everglades only.	$.Ø /each	$.Ø /each

* Calculate differential proposed to fourth decimal point.Differential proposed to remain firm during initial contract period and any renewal period.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The differential proposed for Unleaded Gasoline and Diesel Fuel or any additional fuel products shall not change during the initial term of the contract or any renewal periods. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane

3	Ultra Low Sulfur #2 Red Dye Diesel
4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol

3. TAXES:

3.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

3.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

4. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

4.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

4.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment. No other charges shall be added.

4.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.

4.4 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

5. INVOICING

5.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published ***OPIS*** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

6. ORDERING & PAYMENT:

6.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

6.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

6.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

6.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

6.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

7. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency

- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

8. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

8.1 LEGAL REQUIREMENTS:

A. Compliance with Laws and Codes: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. Independent Contractor Relationship: The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. Certifications, Licenses and Permits: Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

9. DELIVERY/RESPONSE TIME:

A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled

product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

10. SPILLAGE:

A. The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary

to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, please see below quote for Additional Fuel Products:

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.149	+0.349
4	Biodiesel Fuel B5	+0.049	+0.149
5	Biodiesel Fuel B20	+0.049	+0.149
6	E85 Fuel Ethanol	.10 under 87E10	.10 under 87E10
7	Biodiesel Fuel B5	.01 under ULSD	.01 under ULSD
8	Biodiesel Fuel B10	.015 under ULSD	.015 under ULSD
9	Biodiesel Fuel B20	.02 under ULSD	.02 under ULSD
10	Premium UNL 93 Octane E-10	+0.099	+0.199

We will utilize the same OPIS Unbranded Rack Index as outlined in Section 2 of the RFP, "Pricing Methodology".

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Please be advised. For those municipalities that wish to haul their own product, Port will deduct $0.01 per gallon from the standard delivered transport offering.

Port Consolidated also has the ability to arrange for "Fixed Price" fuel contracts. These programs will allow municipalities to budget their fuel costs without having to combat day to day market volatility.

Please see the attached "Fixed Price" Supply Agreement. Pricing or quotes for such programs change by the minute. We would prefer to quote accordingly if and when the need arises.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Port Consolidated
3141 SE 14th Ave.
Fort Lauderdale, FL 33335

Exhibit A

Petroleum Product
Sales/Purchase Agreement

SUBJECT TO THE TERMS AND CONDITIONS OF THIS SALES/PURCHASE AGREEMENT, BUYER AGREES TO PURCHASE AND SELLER AGREES TO SELL AND DELIVER THE FOLLOWING PRODUCT(S) AT THE PRICE(S) AND IN THE QUANTITIES (TO BE PULLED RATABLY THROUGHOUT THE DELIVERY PERIOD) AS SET FORTH IN THIS AGREEMENT.

ACCEPTED AND AGREED TO ON

Buyer:	**Seller: PORT CONSOLIDATED**
Attn:	Attn: JOSEPH R. SISKA
Title:	Title: CFO / TREASURE
Phone:	Phone: 954-522-1182 x233
Fax:	Fax: 954-527-1191
By: _____	By: _____
Print Name:	Print Name: Donald Carlton, Jr.
Title: Owner	Title: President

1. F.O.B. Delivery Point(s)	Monthly Gallons	Product

2. Payment Terms: Payment Net 15 Days from date of bill of lading. All payments shall be made in US Dollars. Volume shall be determined solely by the terminal net bill of lading or certified meter reading.

3. Term: The Term of this Agreement shall be for a period of _____ months, beginning on _____ and ending on _____ .

4. Price:

5. Credit: Upon request Buyer will promptly furnish to Seller financial statements, references from banks and trade organizations and any other information requested by Seller. Buyer represents and warrants that all financial statements or similar documents provided by Buyer to Seller (previously or hereafter) (i) do or will fairly present in all material respects Buyer's financial condition as of the date of such documents; (ii) have been prepared in accordance with U.S. generally accepted accounting principles and (iii) if audited, have been certified without reservation by a firm of independent public accountants. Seller shall determine a credit limit ("Credit Limit") for Buyer. Buyer agrees that it shall not contract for Product(s) in excess of its Credit Limit. Buyer shall have the right to contract for amounts reflecting the difference between the Credit Limit and any amounts due and owing to Seller. Seller in its discretion may require Buyer to make a good faith deposit at initiation of this Agreement to secure Buyer's performance. [Alternative: Seller in its discretion may require Buyer to make several deposits on demand during the Term of the Agreement to secure Buyer's performance.] Such deposit(s) will constitute credit against future delivery and may be applied against one or more invoices (exclusive of taxes) in Seller's discretion. Seller has the right to use any deposit(s) to set off against any obligations of this Agreement in the event Buyer defaults, becomes insolvent or files for bankruptcy.

6. Taxes/Fees: Buyer acknowledges that taxes and fees are not included in the price set forth above, shall be billed as a separate line item and are subject to change from time to time without notice. Buyer further acknowledges that it is responsible for paying on demand any and all (a) costs and expenses for transportation from the designated supply point(s) set forth herein and (b) taxes, duties, charges, assessments and fees (including without limitation superfund and environmental fees) imposed, directly or indirectly, now or hereafter on, against, in respect of, or measured by the Product(s), or any material contained in the Product(s), or related to inspection, production, manufacture, sale, use, purchase, storage, transportation, delivery, or

1

other handling of the Product(s) or material contained in the Product(s), or any feature thereof, or otherwise relating to this Agreement. The parties specifically agree that the preceding sentence shall apply regardless of any other term or condition contained herein or any other agreement between the parties. Should Buyer claim exemption from any taxes, Seller is under no obligation to verify such status and Buyer shall indemnify Seller pursuant to Paragraph 15 in the event Buyer is or was not exempt from such taxes.

7. Specification: Per Seller specifications.

8. Quantity/Volume: Buyer shall purchase 100% of Monthly Gallons per each Delivery Point. Buyer is required to lift Product(s) ratably on a weekly basis at all Delivery Points.

9. Ratable Usage: During each calendar month of this Agreement, Buyer is required to lift each Product on a ratable basis by the week at any or all of the delivery points. The weekly ratable volume for each Product by delivery point is 7/30 of the maximum monthly volume (defined as one twelfth of Purchaser's yearly commitment or otherwise computed on a pro rata basis based on the number of months of this Agreement) specified for each delivery point.

10. Default and Remedies: For the purposes of this Agreement, Buyer's default includes (a) the making of any false or misleading representation in this Agreement and (b) the failure to observe or comply with any provision or covenant in this Agreement. In the event of Buyer's default, Seller may seek all legal and equitable remedies, including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code. Seller may also seek its attorneys' fees, costs and expenses incurred in connection with Buyer's default. In addition, in the event that any invoice is not paid when due or Buyer takes delivery in violation of Buyer's Credit Limit, Seller may at its option (i) suspend or condition further deliveries or (ii) terminate this Agreement, without notice or demand, and all unpaid balances shall be immediately due and payable. In the event Buyer fails to take delivery of any portion of any Product(s) during the Term, including non-delivery as a result of Buyer's default, Buyer agrees to pay Seller immediately Seller's lost profits on the undelivered quantity of Product(s). All amounts not paid when due shall bear interest at __% per annum and shall be payable with all costs of collection, including, without limitation, Seller's attorneys fees, costs and expenses. Upon the occurrence of any default, Seller may set off against the indebtedness of any amounts owing by Seller to Buyer, whether or not those amounts are immediately payable. Seller shall have the right to require the Buyer to take possession of the Product with or without demand and with or without process of law and the right to sell or dispose of the Product.

11. Notices: Any notice, request or other communication required or permitted by or pertaining to this Agreement ("Notices") shall be in writing and issued to the addresses as listed above. Notices shall be delivered by (a) by a nationally recognized courier or messenger service with confirmed delivery, (b) personal service or (c) first class mail prepaid. Notice using the methods set forth in (a) or (b) shall be deemed effective if delivered between 9AM (EST) and 5PM (EST) ("Business Hours") on a day on which commercial banks are open for business ("Business Day"); any notices delivered after Business Hours or on a non-Business Day shall be deemed delivered as of 9AM (EST) on the first succeeding Business Day. Notices by first class prepaid mail shall be deemed received 5 calendar days after mailing. Refusal by a party to accept notice shall not affect its validity.

12. Allocation: Seller, in its sole discretion, may decide to allocate or limit quantities of Product(s) available for sale. In such instance, Seller shall exercise reasonable efforts to provide all of its buyers with allocations of Product(s) reflecting amounts purchased previously on a regular basis prior to allocating any Product(s) to non guaranteed quantity purchase customers and/or new customers.

13. Over Lifting: For purchases of Product(s) exceeding the amounts set forth in Section 1 above, the Buyer shall be charged in accordance with current Port Consolidated delivered prices.

14. Non-Reliance: Buyer represents that is entering into this Agreement as a principal (rather than as agent of any person or entity) and has made its own independent decisions to enter into this Agreement. Buyer is not relying on any communication (written or oral) of Seller as a recommendation to enter into this Agreement. Buyer is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

15. Warranties: Seller warrants that Product(s) delivered to Buyer will conform to the description(s) set forth on page 1 of this Agreement. This is Seller's sole warranty. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCT(S) PURCHASED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SPECIFICALLY EXCLUDED.**

16. LIMITATION OF LIABILITY: SELLER DISCLAIMS AND BUYER HOLDS SELLER HARMLESS FROM AND AGAINST ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OF LIABILITY ARISING FROM USE OF THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Seller shall not be liable for damages, whether arising from performance of Seller's obligations under this Agreement, tort (negligence), or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all liability, losses, damages, costs, claims, lawsuits, judgments, settlements and expenses, including without limitation, reasonable attorneys fees, costs and expenses arising or related to this Agreement or Seller's performance under this Agreement. Buyer assumes all risk and liability for and shall indemnify and hold Seller harmless from and against any and all loss, damage or injury to persons or property (whether to Buyer or third parties) arising out of the ownership, use, custody, control or disposition of the Product(s) by Buyer, its agents and employees or by any third parties.

17. Risk of Loss and Title: Identification of the Product(s) shall occur the Agreement is effective. Risk of loss passes to Buyer on identification. Title of the Product(s) shall pass to Buyer on physical possession.

18. Defects: Buyer shall within 2 days advise Seller of any alleged defect or failure to conform with specifications. If the parties agree that the Seller is responsible, at Seller's option (a) the defective Product(s) shall be returned at Buyer's expense, properly safeguarded against normal transit

risks as required by Seller, for replacement by Seller or (b) the parties shall negotiate a mutually acceptable amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Buyer's failure to notify Seller of any alleged defect or failure to meet specification within 2 days shall constitute a complete waiver of any claim with respect to defects or failure to conform and Buyer's release and covenant not to sue Seller with respect to any such claim.

19. Acceptance: Buyer's acceptance of delivery of Product(s) shall constitute irrefutable evidence of its agreement to the terms and conditions set forth herein.

20. Responsibility to Warn and Report: Buyer assumes all responsibility for (a) warning and protecting its personnel and any third parties of all hazards to persons and property related to the Product(s) and (b) complying with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 USC Sections 11001-11049 resulting from the presence of chemicals under this Agreement.

21. Applicable Law/Forum/Jury Waiver: This Agreement is governed by and shall be construed under the laws of the State of Florida without reference to conflicts of laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings") each Party irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court located in Broward County; (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, (c) waives any claim that such Proceedings have been brought in an inconvenient forum and (d) further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. INSOFAR AS PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT. The prevailing party in any litigation between the parties shall be entitled to recover reasonable costs including external attorneys fees.

22. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature, No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

23. Assignment: Neither Party shall assign this Agreement without the consent of the other Party hereto. Any such attempt to assign this Agreement shall be null and void. Nothing herein shall confer or is intended to confer on any person or entity which is not a party to this Agreement any rights or benefits under this Agreement.

24. Amendment: This Agreement shall not be modified or amended, except by written instrument duly executed by officers or other duly authorized representatives of the respective Parties. Notwithstanding the foregoing, Buyer agrees that Seller may modify the terms of this Agreement at any time to comply with changes in applicable law. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meanings of these terms and conditions. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Buyer's purchase order, confirmation, acknowledgement form or other document issued by the Buyer that conflict with this Agreement or increase Seller's obligations are rejected and shall not be binding on Seller unless expressly accepted by Seller in writing.

25. Severability: Any provision hereof which is legally unenforceable shall be ineffective only to the extent of such unenforceability without thereby invalidating the remaining provisions hereof or affecting the validity of enforceability of this Agreement as a whole.

26. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

27. Force Majeure: In no event shall the Seller be held liable (a) for indirect, consequential, punitive, or multiple damages or (b) for any loss of any kind caused, directly or indirectly, by federal, state or local law, order or regulation, government restrictions, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, or other conditions beyond its reasonable control

28. Insurance: Buyer shall carry and maintain comprehensive general public liability insurance, including contractual liability, bodily injury and property damage, workmen's compensation, and employer's liability insurance throughout the Term of the Agreement and any extension of this Agreement.

29. Recording: Each party may, in its commercially reasonable discretion, record, on tape or otherwise, any telephone conversation between the parties and involving their respective officers, agents and employees, and each party hereby agrees and consents thereto.

30. Time is of the Essence: Time is of the Essence in this Agreement. Failure to meet a deadline shall be a breach.

31. Headings: Headings in this Agreement are for convenience only and should not be used for interpretive purposes.

32. Authority to Sign: Each party executing this Agreement is duly authorized to do so and all entity action necessary for the making of this Agreement has been duly taken.

pompano beach
Florida's Warmest Welcome

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

December 22, 2016

ADDENDUM #1, BID E-13-17

Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group

To Whom It May Concern,

Please review the following question and the City's answer.

Q1: I wanted to confirm the volume on the bid as it seems to be a sizable difference from last year. Last year's volume: 21,434,744 gallons. This year's volume: 3,621,580 gallons. I wanted to make sure we recorded the correct gallons in our system and communicated it to our bid team.

A1: The aggregate fuel capacity of the Southeast Florida Governmental Purchasing Cooperative Group, which is shown in Attachment B, represents only one fill-up of all the tanks owned by each participating Co-op member. Attachment D "Co-op volume report Jan-Dec 2015" may be more useful for annual volume projections, as it records a full year's history of multiple deliveries.

Q2: [We] would like to prepare a proposal for the above referenced bid. However, I would like to know if we have to bid on all sites, or can we bid on just the tanker sites?

A2: This is an "all or nothing" solicitation. The successful proposer will be expected to provide diesel AND unleaded gasoline to all participating Co-op agencies.

Q3: Please provide a copy of the prior bid tabulations, invoice and bill of ladings for our records for each location with a tank capacity of 5,000 or more.

A3: The previous contract, Attachment C Coral Springs Contract 14-A-035 RFP has been added to the attachments tab. As the successful proposer will bill, deliver to, and enter into separate contracts with approximately 40 participating Co-op agencies, there is no single source for the invoices and bills of lading for each of these agencies.

Q4: What are the volumes for this bid, either by agency or total? I need to be able to judge the commitments that need to be made and realistic projections of what products will be needed and in what quantity.

A4: Attachment D "Co-op volume report Jan-Dec 2015" has been added to the attachments tab.

Q5: What agencies may use their own trucks and what volumes would they require?

A5: Presently, the City of Boca Raton uses their own trucks. Attachment D "Co-op volume report Jan-Dec 2015" contains a record of their volume.

Attachments C and D have been added to the attachments tab of the electronic solicitation. Addendum #1 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions is **5:00 p.m. (local) December 28, 2016**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), January 4, 2017.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

Don Carlton
Pont Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Confirmed Cardlock Locations and Pricing

Dear Mr. English:

Please be advised. Port Consolidated has six locations throughout the South Florida where customers can fuel their vehicles directly from our automated fueling stations. They are as follows:

- 11550 NW 36th Ave., Miami, FL 33167 – Diesel and Gasoline -Mon. through Fri., 7 AM – 5 PM
- 3141 SE 14th, Ave., Ft. Lauderdale, FL 33316 – Diesel and Gasoline 24/7
- 2301 NW 15th Ave., Pompano, FL 33069 – Diesel and Gasoline 24/7
- 1126 Hammondville Rd., Pompano, FL 33039 – Diesel Mon. through Fri., 7 AM – 5 PM
- 1782 Skees Rd., West Palm Beach, FL 33411 – Diesel and Gasoline 24/7
- 6951 Garden Rd., Riviera Beach, FL 33404 – Diesel and Gasoline 24/7

Pricing for the above facilities will be the same as our confirmed delivered tankwagon pricing. I will send out Cardlock set-up/activation forms with additional information to the Co-op at a later date.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Exhibit C

Rate Schedule

Prices are F.O.B. delivered as a differential from the applicable OPIS price published in the "OPIS Contract Benchmark File" as described herein for the date of delivery of product to the City, and Participating Agencies, and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. The differential shall remain firm during the initial contract period and any renewal period unless agreed to in writing by both parties. The below pricing also includes the alternate fuels listed in RFP E-13-17.

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.007	0.089
2	Diesel Fuel	0.007	0.089

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	3900012
ULTRA LOW SULFUR DSL FUEL	11,385,089	13,937,291	14,391,968	9,147,096	48,861,444
GASOHOL 87 ETHANOL 10%	8,472,479	8,283,396	8,710,573	6,918,744	32,385,192
DYED ULTRA LOW SULFUR DSL FUEL	575,450	483,811	508,899	556,235	2,124,394
UNLEADED GAS 90 OCTANE	513,615	580,532	306,483	176,844	1,577,473
GASOHOL 89 ETHANOL 10%	266,708	311,931	232,981	144,394	956,014
GASOHOL 93 ETHANOL 10%	3,794	2,868	271,887	363,176	641,724
Grand Total	**21,217,135**	**23,599,829**	**24,422,791**	**17,306,488**	**86,546,243**

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
BROWARD CNTY BOARD OF NEF	**3,806,413**	**6,512,712**	**7,064,306**	**5,052,602**	**22,436,032**
ULTRA LOW SULFUR DSL FUEL	3,024,297	5,355,427	5,732,415	4,012,913	18,125,052
GASOHOL 87 ETHANOL 10%	714,565	1,045,463	1,217,936	922,048	3,900,012
DYED ULTRA LOW SULFUR DSL FUEL	67,551	111,822	113,955	117,641	410,969
SBBC VEHICLE MAINTEN. DPT NEF	**2,947,271**	**2,975,994**	**2,900,040**	**1,219,849**	**10,043,155**
ULTRA LOW SULFUR DSL FUEL	2,547,021	2,562,038	2,482,911	901,114	8,493,084
GASOHOL 87 ETHANOL 10%	400,250	413,734	417,088	318,735	1,549,807
DYED ULTRA LOW SULFUR DSL FUEL		222	41		264
SCHOOL DISTRICT PLM BCH CY NEF	**2,679,789**	**2,666,582**	**2,647,597**	**1,279,451**	**9,273,418**
ULTRA LOW SULFUR DSL FUEL	2,270,577	2,252,546	2,207,054	945,306	7,675,484
GASOHOL 87 ETHANOL 10%	409,212	414,035	440,543	334,145	1,597,935
CITY OF MIAMI NEF	**1,438,960**	**1,488,426**	**1,604,534**	**1,344,769**	**5,876,689**
ULTRA LOW SULFUR DSL FUEL	1,045,511	1,069,244	1,124,823	1,024,074	4,263,652
GASOHOL 87 ETHANOL 10%	369,283	391,488	445,399	289,788	1,495,958
UNLEADED GAS 90 OCTANE	21,900	26,481	33,478	30,907	112,766
DYED ULTRA LOW SULFUR DSL FUEL	2,266	1,213	834		4,313
CITY OF FORT LAUDERDALE NEF	**1,467,294**	**1,395,904**	**1,527,916**	**1,235,388**	**5,626,502**
GASOHOL 87 ETHANOL 10%	962,356	943,524	1,059,548	867,250	3,832,677
ULTRA LOW SULFUR DSL FUEL	466,514	413,053	431,639	341,164	1,652,370
DYED ULTRA LOW SULFUR DSL FUEL	38,424	39,327	36,729	26,974	141,454
BROWARD SHERIFF'S OFFICE NEF	**2,237,365**	**1,157,046**	**986,731**	**871,431**	**5,252,573**
GASOHOL 87 ETHANOL 10%	1,897,819	872,480	714,221	636,439	4,120,959
ULTRA LOW SULFUR DSL FUEL	318,561	271,318	263,442	222,572	1,075,893
DYED ULTRA LOW SULFUR DSL FUEL	17,042	9,137	6,221	9,835	42,235
GASOHOL 93 ETHANOL 10%	3,794	2,868	2,847	2,571	12,079
UNLEADED GAS 90 OCTANE	149	1,243		15	1,407
CITY OF WEST PALM BEACH NEF	**30,244**	**846,570**	**749,365**	**701,308**	**2,327,487**
ULTRA LOW SULFUR DSL FUEL	15,291	417,474	438,392	355,504	1,226,661
GASOHOL 87 ETHANOL 10%	9,358	427,291	242,711	198,499	877,859
DYED ULTRA LOW SULFUR DSL FUEL	4,754	863	66,877	146,647	219,140
UNLEADED GAS 90 OCTANE	841	943	1,386	658	3,827
CITY OF PEMBROKE PINES NEF	**558,172**	**546,249**	**595,406**	**464,258**	**2,164,085**
UNLEADED GAS 90 OCTANE	361,646	388,946	139,105		889,697
GASOHOL 93 ETHANOL 10%			269,040	360,605	629,645
ULTRA LOW SULFUR DSL FUEL	179,382	146,805	154,804	85,591	566,581
DYED ULTRA LOW SULFUR DSL FUEL	17,144	10,499	7,457	18,062	53,161
GASOHOL 89 ETHANOL 10%			25,001		25,001
CITY OF SUNRISE NEF	**551,681**	**503,857**	**541,200**	**453,892**	**2,050,630**
GASOHOL 87 ETHANOL 10%	371,240	376,713	393,942	338,583	1,480,477
ULTRA LOW SULFUR DSL FUEL	165,702	123,229	142,354	110,043	541,327
DYED ULTRA LOW SULFUR DSL FUEL	14,740	3,916	4,904	5,266	28,826
CITY OF MIRAMAR NEF	**513,650**	**518,984**	**541,433**	**409,875**	**1,983,942**
GASOHOL 87 ETHANOL 10%	398,618	398,783	428,912	331,274	1,557,587
ULTRA LOW SULFUR DSL FUEL	79,311	75,793	73,291	59,813	288,207
DYED ULTRA LOW SULFUR DSL FUEL	35,721	44,408	39,230	18,788	138,147
CITY OF HOLLYWOOD NEF	**462,625**	**550,598**	**466,799**	**482,897**	**1,962,919**
GASOHOL 87 ETHANOL 10%	177,703	254,827	161,323	149,926	743,777

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
UNLEADED GAS 90 OCTANE	94,121	123,220	114,348	133,664	465,353
ULTRA LOW SULFUR DSL FUEL	102,009	101,354	112,489	104,701	420,553
DYED ULTRA LOW SULFUR DSL FUEL	88,792	71,198	78,640	94,606	333,236
TOWN OF DAVIE NEF	**439,301**	**425,160**	**475,949**	**368,504**	**1,708,915**
GASOHOL 87 ETHANOL 10%	354,435	341,063	385,537	296,910	1,377,945
ULTRA LOW SULFUR DSL FUEL	75,743	68,885	86,379	71,594	302,600
DYED ULTRA LOW SULFUR DSL FUEL	9,124	15,213	4,034		28,370
CITY OF PLANTATION - FUEL NEF	**418,078**	**405,527**	**449,572**	**381,688**	**1,654,863**
GASOHOL 87 ETHANOL 10%	319,697	325,469	357,372	294,845	1,297,382
ULTRA LOW SULFUR DSL FUEL	60,544	55,925	67,764	62,361	246,594
DYED ULTRA LOW SULFUR DSL FUEL	37,837	24,133	24,435	24,482	110,887
CITY OF CORAL SPRINGS NEF	**389,609**	**392,626**	**448,075**	**347,058**	**1,577,367**
GASOHOL 87 ETHANOL 10%	291,394	293,479	353,963	261,026	1,199,862
ULTRA LOW SULFUR DSL FUEL	98,215	95,253	93,711	84,101	371,280
DYED ULTRA LOW SULFUR DSL FUEL		3,893	401	1,931	6,226
CITY OF POMPANO BEACH NEF	**307,487**	**380,899**	**335,851**	**253,368**	**1,277,604**
ULTRA LOW SULFUR DSL FUEL	176,044	182,869	171,975	126,229	657,117
GASOHOL 87 ETHANOL 10%	114,443	187,239	157,875	117,639	577,196
DYED ULTRA LOW SULFUR DSL FUEL	17,000	10,791	6,001	9,500	43,291
CITY OF RIVIERA BEACH - NEF	**264,423**	**291,609**	**347,569**	**290,404**	**1,194,006**
GASOHOL 89 ETHANOL 10%	187,940	227,578	114,085	62,142	591,745
GASOHOL 87 ETHANOL 10%	17,339	358	155,093	148,668	321,457
ULTRA LOW SULFUR DSL FUEL	59,144	59,095	69,616	77,821	265,676
DYED ULTRA LOW SULFUR DSL FUEL		4,578	8,612	1,737	14,928
UNLEADED GAS 90 OCTANE			163	36	199
CITY OF LAUDERHILL NEF	**283,599**	**275,068**	**312,782**	**260,742**	**1,132,191**
GASOHOL 87 ETHANOL 10%	219,578	213,532	245,592	209,771	888,473
ULTRA LOW SULFUR DSL FUEL	59,231	52,054	61,272	50,271	222,828
DYED ULTRA LOW SULFUR DSL FUEL	4,790	9,482	5,917	701	20,890
CITY OF MARGATE NEF	**253,221**	**248,000**	**288,792**	**218,768**	**1,008,782**
GASOHOL 87 ETHANOL 10%	193,671	196,474	232,472	170,862	793,479
ULTRA LOW SULFUR DSL FUEL	50,403	43,629	48,194	32,731	174,957
DYED ULTRA LOW SULFUR DSL FUEL	9,147	7,897	8,126	15,175	40,345
CITY OF NORTH MIAMI NEF	**223,795**	**260,186**	**271,724**	**226,132**	**981,837**
GASOHOL 87 ETHANOL 10%	184,046	214,910	221,533	185,524	806,013
ULTRA LOW SULFUR DSL FUEL	38,575	42,550	47,494	38,607	167,226
DYED ULTRA LOW SULFUR DSL FUEL	1,174	2,726	2,697	2,002	8,598
CITY OF NORTH MIAMI BEACH NEF	**263,755**	**249,049**	**258,383**	**192,284**	**963,471**
GASOHOL 87 ETHANOL 10%	220,080	219,951	224,062	177,169	841,262
ULTRA LOW SULFUR DSL FUEL	24,695	14,602	14,756	12,348	66,401
DYED ULTRA LOW SULFUR DSL FUEL	18,980	14,497	19,565	2,766	55,808
CITY OF HALLANDALE BEACH NEF	**264,669**	**228,760**	**239,017**	**208,940**	**941,387**
GASOHOL 87 ETHANOL 10%	194,478	174,614	168,163	139,418	676,673
ULTRA LOW SULFUR DSL FUEL	61,329	52,415	68,788	69,522	252,054
DYED ULTRA LOW SULFUR DSL FUEL	8,863	1,731	2,067		12,660
CITY OF DEERFIELD BEACH NEF	**243,382**	**240,706**	**220,744**	**163,664**	**868,496**
ULTRA LOW SULFUR DSL FUEL	155,138	154,403	125,117	88,664	523,322
GASOHOL 87 ETHANOL 10%	76,735	80,303	92,755	72,559	322,352

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
DYED ULTRA LOW SULFUR DSL FUEL	11,509	6,000	2,872	2,441	22,822
CITY OF COCONUT CREEK NEF	**196,722**	**203,364**	**226,531**	**181,651**	**808,268**
GASOHOL 87 ETHANOL 10%	146,921	151,940	172,612	144,559	616,032
ULTRA LOW SULFUR DSL FUEL	49,801	51,424	53,919	37,092	192,236
CITY OF BOCA RATON NEF	**214,535**	**160,265**	**179,900**	**136,695**	**691,396**
ULTRA LOW SULFUR DSL FUEL	59,158	60,908	80,088	58,930	259,084
GASOHOL 87 ETHANOL 10%	49,980	56,226	64,002	51,260	221,467
DYED ULTRA LOW SULFUR DSL FUEL	105,397	43,132	35,811	26,505	210,845
CITY OF TAMARAC NEF	**160,052**	**159,595**	**176,814**	**137,072**	**633,533**
GASOHOL 87 ETHANOL 10%	93,789	95,449	105,685	82,870	377,793
ULTRA LOW SULFUR DSL FUEL	61,963	60,143	68,825	49,215	240,147
DYED ULTRA LOW SULFUR DSL FUEL	4,300	4,003	2,304	4,987	15,593
CITY OF WESTON NEF	**159,701**	**76,151**	**76,452**	**48,508**	**360,812**
GASOHOL 87 ETHANOL 10%	135,283	50,887	46,688	31,505	264,363
ULTRA LOW SULFUR DSL FUEL	22,646	25,264	28,764	17,003	93,677
DYED ULTRA LOW SULFUR DSL FUEL	1,664		1,000		2,664
UNLEADED GAS 90 OCTANE	108				108
TOWN OF PALM BEACH NEF	**90,814**	**78,263**	**95,935**	**83,360**	**348,372**
GASOHOL 87 ETHANOL 10%	62,301	57,693	73,294	64,390	257,678
ULTRA LOW SULFUR DSL FUEL	16,028	16,170	21,442	14,593	68,234
DYED ULTRA LOW SULFUR DSL FUEL	12,484	4,401	1,198	4,377	22,460
VILLAGE OF PALM SPRINGS NEF	**77,153**	**77,825**	**92,250**	**80,770**	**327,998**
GASOHOL 89 ETHANOL 10%	66,889	67,203	80,612	72,200	286,904
DYED ULTRA LOW SULFUR DSL FUEL	10,264	10,622	11,638	8,570	41,093
VILLAGE OF NORTH PALM BCH -NEF	**84,680**	**80,409**	**89,565**	**39,842**	**294,496**
GASOHOL 87 ETHANOL 10%	47,119	43,005	52,680	10,467	153,271
ULTRA LOW SULFUR DSL FUEL	37,088	32,495	36,885	29,375	135,844
GASOHOL 89 ETHANOL 10%		4,909			4,909
DYED ULTRA LOW SULFUR DSL FUEL	473				473
CITY OF DANIA BEACH NEF	**49,919**	**48,415**	**53,273**	**45,563**	**197,169**
GASOHOL 87 ETHANOL 10%	16,984	20,304	28,632	29,174	95,093
ULTRA LOW SULFUR DSL FUEL	28,980	26,305	22,892	16,390	94,566
DYED ULTRA LOW SULFUR DSL FUEL	3,955	1,806	1,749		7,510
CITY OF GREENACRES NEF	**38,618**	**43,585**	**42,874**	**35,307**	**160,383**
ULTRA LOW SULFUR DSL FUEL	23,534	25,369	25,398	20,744	95,046
GASOHOL 87 ETHANOL 10%	15,083	18,215	17,476	14,563	65,337
CITY OF LIGHTHOUSE POINT NEF	**32,888**	**33,589**	**36,091**	**31,602**	**134,171**
GASOHOL 87 ETHANOL 10%	2,855		27,042	25,399	55,295
UNLEADED GAS 90 OCTANE	23,409	26,459	1,797		51,665
ULTRA LOW SULFUR DSL FUEL	6,625	7,130	7,152	6,203	27,110
DYED ULTRA LOW SULFUR DSL FUEL			100		100
SBBC PHYSICAL PLANT OP DPT NEF	**28,532**	**24,355**	**13,312**	**14,868**	**81,067**
DYED ULTRA LOW SULFUR DSL FUEL	24,571	20,405	8,899	11,821	65,695
GASOHOL 87 ETHANOL 10%	3,962	3,950	4,412	2,303	14,627
UNLEADED GAS 90 OCTANE				745	745
ULTRA LOW SULFUR DSL FUEL	0				0
CITY OF LAUDERDALE LAKES NEF	**20,423**	**17,689**	**20,818**	**13,506**	**72,436**
GASOHOL 89 ETHANOL 10%	11,879	12,241	13,282	10,052	47,455

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
ULTRA LOW SULFUR DSL FUEL	6,030	5,393	5,305	3,398	20,126
GASOHOL 87 ETHANOL 10%	1,903		2,010		3,914
DYED ULTRA LOW SULFUR DSL FUEL	557		123		680
UNLEADED GAS 90 OCTANE	53	55	97	55	261
CITY OF SUNNY ISLES BEACH		**16,730**	**21,893**	**16,152**	**54,775**
ULTRA LOW SULFUR DSL FUEL		16,730	21,893	14,829	53,452
DYED ULTRA LOW SULFUR DSL FUEL				1,323	1,323
TOWN OF HILLSBORO BEACH NEF	**11,739**	**13,294**	**16,156**	**10,864**	**52,053**
UNLEADED GAS 90 OCTANE	11,387	13,184	16,109	10,764	51,445
DYED ULTRA LOW SULFUR DSL FUEL	351	110	47	101	609
CITY OF COOPER CITY, FL NEF	**3,001**	**5,788**	**6,415**		**15,204**
DYED ULTRA LOW SULFUR DSL FUEL	3,001	5,788	6,415		15,204
BROWARD SHERIFF'S OFC - PU-NEF				**2,758**	**2,758**
ULTRA LOW SULFUR DSL FUEL				1,578	1,578
GASOHOL 87 ETHANOL 10%				1,180	1,180
SCHOOL DISTRICT- PALM BCH-NF	**1,911**				**1,911**
DYED ULTRA LOW SULFUR DSL FUEL	1,911				1,911
TOWN OF PEMBROKE PK- NEF	**1,666**				**1,666**
DYED ULTRA LOW SULFUR DSL FUEL	1,666				1,666
VILLAGE OF ROYAL PALM BCH-NEF			**727**	**700**	**1,427**
ULTRA LOW SULFUR DSL FUEL			727	700	1,427
Grand Total	**21,217,135**	**23,599,829**	**24,422,791**	**17,306,488**	**86,546,243**

Attachment-E Applicable Fuel Taxes

GASOLINE (NO Ethanol)

DYED DIESEL & DYED BIO
Monroe (44)

ULTRA LOW DIESEL & BIO DIESEL
Alachua (01)
Bradford (04)
Broward (06)
Charlotte (08)
Citrus (09)
Clay (10)
Collier (11)
DeSoto (14)
Hardee (25)
Hernando (27)
Highlands (28)
Jefferson (33)
Lee (36)
Leon (37)
Madison (40)
Manatee (41)
Marion (42)
Martin (43)
Nassau (45)
Osceola (49)
Palm Beach (50)
Pasco (51)
Polk (53)
Putnam (54)
Santa Rosa (57)
Sarasota (58)

Baker (02)
Bay (03)
Columbia (12)
Flagler (18)
Gilchrist (21)
Glades (22)
Hillsborough (29)
Jackson (32)
Lake (35)
Liberty (39)
Pinellas (52)
Seminole (59)
Sumter (60)
Union (63)

(Minimum Local Option)

Brevard (05)
Dixie (15)
Duval (16)
Franklin (19)
Gadsden (20)
Hamilton (24)
Indian River (31)
Lafayette (34)

Holmes (30)
Calhoun (07)

DIESEL

DSL			St. Lucie (56) Suwannee (62) Volusia (64)	Escambia (17) Levy (38)	Miami/Dade (13) Okaloosa (46)	Hendry (26)	Wakulla (65) Walton (66) Washington (67)	Orange (48) St. Johns (55) Taylor (62)
	0.24300	FEDERAL EXCISE	0.18300	0.18300	0.18300	0.18300	0.18300	0.18300
	0.18500	STATE MOTOR FUEL	0.18625	0.18625	0.18625	0.18625	0.18625	0.18625
	0.15000	LOCAL OPTION	0.20000	0.19000	0.18000	0.17000	0.15000	0.14000
0.020714	0.020714	POLLUTION	0.020714	0.020714	0.020714	0.020714	0.020714	0.020714
0.003143	0.003143	L.U.S.T & FED OIL	0.003143	0.003143	0.003143	0.003143	0.003143	0.003143
+ Sales Tax								
0.023857	0.60186	TOTAL	0.59311	0.58311	0.57311	0.56311	0.54311	0.53311
	0.26686	FED GOV (st expt)	0.20686	0.20686	0.20686	0.20686	0.20686	0.20686
	0.35886	STATE GOV (fed expt)	0.41011	0.40011	0.39011	0.38011	0.36011	0.35011

Attachment-E Applicable Fuel Taxes

ETHANOL (E10)

DYED DIESEL & DYED BIO

Monroe

ULTRA LOW DIESEL & BIO DIESEL

trus Clay Collier DeSoto Hardee Hernando Highlands Jefferson

Lee
Leon
Madison
Manatee
Marion
Martin

Nassau
Osceola
Palm Beach
Pasco
Polk
Putnam

Sarasota

Baker
Bay
Columbia
Flagler
Gilchrist
Glades (Minimum Local Option)

Hillsborough Brevard
Holmes Calhoun
Jackson Dixie
Lake Duval
Liberty Franklin
Pinellas Gadsden
Seminole Hamilton
Sumter Indian River
Union Lafayette

DIESEL

DSL			St. Lucie Suwannee Volusia	Escambia Levy	Miami/Dade (13) Okaloosa	Hendry	Wakulla Walton Washington	Orange St. Johns Taylor
	0.24300	FEDERAL EXCISE	0.18300	0.18300	0.18300	0.18300	0.18300	0.18300
	0.18500	STATE MOTOR FUEL	0.18625	0.18625	0.18625	0.18625	0.18625	0.18625
	0.15000	LOCAL OPTION	0.20000	0.19000	0.18000	0.17000	0.15000	0.14000
0.020714	0.020714	POLLUTION	0.020714	0.020714	0.020714	0.020714	0.020714	0.020714
0.003143	0.003143	L.U.S.T & FED OIL	0.002930	0.002930	0.002930	0.002930	0.002930	0.002930
+ Sales Tax								
0.023857	0.60186							
		TOTAL	0.59289	0.58289	0.57289	0.56289	0.54289	0.53289
FED GOV (st expt)			0.20664	0.20664	0.20664	0.20664	0.20664	
STATE GOV (fed expt)			0.40989	0.39989	0.38989	0.37989	0.35989	0.34989

UEL TAXES

Effective 01/01/21

AV GAS	Aviation Use Only		Commercial Use (not in planes)			
FEDERAL	0.19300		FEDERAL	0.19300		
* STATE	0.04270					
POLLUTION	0.02071		POLLUTION	0.02071	LUST & FED OIL	0.00314
0.28500	0.21686	+Sales Tax (charge on the product + excise tax total $)				

KEROSENE / JET- Aviation Use Only | Commercial Use (not in planes) | LUST & FED OIL | 0.00314

Attachment-E Applicable Fuel Taxes

FEDERAL	0.24300	FEDERAL	0.24300	STATE	0.04270		
POLLUTION	0.02071	POLLUTION	0.02071	LUST & FED OIL	0.00314	LUST & FED OIL	0.00314
0.30956		0.26686	+Sales Tax (charge on the product + excise tax total $)				

Solvents	0.059	+ Sales Tax
Greases (LBS)	0.00313	+ Sales Tax
Lubes	0.025	+ Sales Tax
Leaded Race Fuel	0.023857	+ Sales Tax
Unleaded Race Fuel	See Gasoline taxes	

Attachment F - Sample Invoice Diesel and Unleaded Gasoline

PORT CONSOLIDATED
MIAMI . FORT LAUDERDALE .
WEST PALM . FORT PIERCE .
TAMPA . JACKSONVILLE
1.800.683.5823
MIAMI: (305)887-1288
FT LAUDERDALE: (954)522-1182

Kathryn McBride

REMIT TO
P.O. BOX 350430
FT LAUDERDALE, FL 33335-0430

FEIN: 59-1173292

Account Number: 101910 / 001
Invoice Number: 2929426
Invoice Date: 10/26/21

Amount Due: $ 21,031.40
Due Date: 11/10/21

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL 33061-1300

320198

Shipping Address:
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
POMPANO BEACH, FL 33060

COUNTY: BROWARD

kathryn.schindel@copbfl.com

PURCHASE ORDER: 310160
PO# REQUIRED

TERMS: NET 15 DAYS

Product	Product Description		Delivered Quantity	Unit Price	Extended Price
Driver: LUIS VILLEGAS	Vehicle Code: 5633	Loc: 101110/164	Salesperson: PORT HOUSE		
Order Number: 2929426			BOL Number: 194460		
913/01	ULTRA LOW SULFUR DSL FUEL/BULK GALLONS		6,914.0000	$2.68300	$18,550.26
	DFE FEDERAL EXCISE DIESEL			$0.24300	$0.00
	DMF STATE MOTOR FUEL DIESEL			$0.18500	$1,279.09
	LOCAL OPTION DSL BROWARD			$0.15000	$1,037.10
	POLLUTION DIESEL			$0.02071	$143.22
	L.U.S.T. DIESEL & FED OIL SPILL			$0.00314	$21.73
					$21,031.40

Item Note: TANK 1
DELIVERY BETWEEN 7AM - 2PM
Comment : THIS DIESEL FUEL DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE

There is a 1 1/2% service charge per month for unpaid amounts over 10 days past credit terms.It is agreed that in the event this bill must be turned over for collection, the cost of collection, attorneys fee and court costs will be paid for by the above named company or vessel and its owners.

Products Total:	$18,550.26
Shipping / Freight Total:	$0.00
Tax Total:	$2,481.14
Total Due:	**$21,031.40**

320198

SOLD TO / VESSEL
Acct 101910 / 001
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
KATIE 954-786-4109
POMPANO BEACH, FL 33060

954-786-4109 BROWARD
PORT HOUSE

BILLING ADDRESS:

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL
33061-1300

TANK 1
DELIVERY BETWEEN 7AM - 2PM

Product	
913/01	7,000
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	
Gallons	7000
Price	
Taxes	
Amount	
Driver: L Villegas	In: 1:20 Out: 1:30
Truck #: 15632	
BOL#: 194466	Amt. Paid: Ck#

GALLONS

METER #

ALT PHONE BRETT 954-786-4163

K McBride
Customer Signature (Received above gallons)

10/26/21
Date Delivered

Order 2929426
10/26/2021

PORT Consolidated
1-800-683-5823
www.portconsolidated.com

NET 15 DAYS

310160
Site 002461
NA1993, DIESEL FUEL,
3, PG II (ERG# 128)

THIS DIESEL FUEL DOES
NOT CONTAIN VISIBLE
EVIDENCE OF DYE

*SEE NOTES ON BACK

ORIGINAL COPY

In Case of Emergency, Call PERS - (800)633-8738

320198

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

TransMontaigne Partners LLC
Port Everglades, FL - South #: 0001385
2701 S E 14th Ave
Ft Lauderdale, FL 33316
BILL OF LADING

Order Number:
Order Date: 10/26/21
Folio Number: 10/018

BOL Number: 0194460
Load Start: 10/26/21 11:42
Load End: 10/26/21 12:03
Order Type: Rack
Loadspot Number: 04

Stockholder/Customer	Account/Consignee	RECEIVED BY
0000000700 METROPLEX ENERGY INC TMQ6390 PORT CONSOLIDATED, INC. Retail or Petroex # P.O.#: Terminal EPA #: 04129010G9 Destination EPA #:	Account #: 0000063900 PORT CONSOLIDATED, INC. County: Consignee # 0009090002 PORT CONSOLIDATED/TERM DEAL/FL VARIOUS, FL	TM6180 PORT CONSOLIDATED INC SCAC #: PCDD Tractor #: Trailer #: 9353 Trailer2 #: DRIVER Signature: 0000B653 LUIS EDUARDO VILLEGAS

This is to certify that the herein named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

DELIVERY INSTRUCTIONS:

BOL COMMENTS: ABOVE SUPPLIER IS RESPONSIBLE FOR DESTINATION STATE TAX ON MOTOR FUEL

********** EMERGENCY CONTACT: CHEMTREC (800) 424-9300 CCN22618 **********

PRODUCT TOTALS (Gallons)

PRODUCT	DESCRIPTION	GROSS	NET	TEMP	GRAV	TANK	MESSAGE NUMBER(S)
UL4342	#2 ULSD (15PPM)	7000	6914	86.2	38.6		2200,1798,1542
	TOTAL	7000	6914				

HZD MSG: NA1993, DIESEL FUEL, 3, PG III, 1 Cargo Tank,, SEE ERG GUIDE 128

MSG #	MESSAGE
2200	15ppm sulfur (Maximum) ULSD. Undyed Ultra-Low Sulfur Diesel fuel. For use in all diesel vehicles and engines."
1798	DIESEL MEETS OR EXCEEDS ALL APPLICABLE COMPLIANCE STANDARDS AS PER THE MOST CURRENT VERISION OF ASTM D975.
1542	UNDYED DIESEL FUEL / FEDERAL TAX IMPOSED. LOW SULFUR DIESEL FUEL SUPPLIED DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE.

PRODUCT BY COMPARTMENT

COMP	RISER	PRODUCT ID	PRODUCT NAME	GROSS	NET	TEMP	GRAV
01	43	UL4342	#2 ULSD (15PPM)	2500	2469	86.2	38.6
03	43	UL4342	#2 ULSD (15PPM)	1000	988	85.0	38.6
04	43	UL4342	#2 ULSD (15PPM)	1000	988	86.1	38.6
05	43	UL4342	#2 ULSD (15PPM)	2500	2469	86.3	38.6

SUBJECT TO CORRECTION OF CLERICAL ERRORS

CUSTOMER SIGNATURE: _____

COMMENTS:

Delivered on 10/26/21
3.041857 10153 per gallon
X 6914 =
21,031.40

320198

Invoice

PORT CONSOLIDATED
MIAMI . FORT LAUDERDALE .
WEST PALM . FORT PIERCE .
TAMPA . JACKSONVILLE
1.800.683.5823
MIAMI: (305)687-1266
FT LAUDERDALE: (954)522-1182

REMIT TO
P.O. BOX 350430
FT LAUDERDALE, FL 33335-0430

FEIN: 59-1173292

Account Number: 101910 / 001
Invoice Number: 2947194
Invoice Date: 11/18/21

Amount Due: $ 8,425.28
Due Date: 12/03/21

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL 33061-1300

Shipping Address:
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
POMPANO BEACH, FL 33060

COUNTY : BROWARD

kathryn.schindel@copbfl.com

PURCHASE ORDER : 310160
PO# REQUIRED

TERMS : NET 15 DAYS

Product	Product Description	Delivered Quantity	Unit Price	Extended Price
Driver: DEMETRIO VASQUEZ	Vehicle Code: 6644 Loc: 09/47A	Salesperson: PORT HOUSE		
Order Number: 2947194		BOL Number: 295085184		
E902/01	GASOHOL 87 ETHANOL 10%/ BULK GALLONS	2,963.0000	$2.43360	$7,210.76
	GFE FEDERAL EXCISE GAS TAX		$0.18300	$0.00
	GMF STATE MOTOR FUEL GAS TAX		$0.18625	$551.86
	POLLUTION GAS		$0.02071	$61.38
	LOCAL OPTION GAS BROWARD		$0.20000	$592.60
	L.U.S.T. E10 & FED OIL SPILL		$0.00293	$8.68
				$8,425.28

Item Note: FUEL IS FOR TANK # 3
REQUESTED DELIVERY HRS - 7AM - 2 PM

There is a 1 1/2% service charge per month for unpaid amounts over 10 days past credit terms.It is agreed that in the event this bill must be turned over for collection, the cost of collection, attorneys fee and court costs will be paid for by the above named company or vessel and its owners.

Products Total:	$7,210.76
Shipping / Freight Total:	$0.00
Tax Total:	$1,214.52
Total Due:	**$8,425.28**

SOLD TO / VESSEL
Acct 101910 / 001
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
KATIE 954-786-4109
POMPANO BEACH, FL 33060

954-786-4109 BROWARD
PORT HOUSE

BILLING ADDRESS:
CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL
33061-1300

FUEL IS FOR TANK # 3
REQUESTED DELIVERY HRS - 7AM - 2 PM

Product		
E902/01	~~8,000~~ 3002	GALLONS
GASOHOL 87 ETHANOL 10%/ BULK GALLONS		
Gallons	3002	
Price		
Taxes		
Amount		
Driver Demetrius	In Out	
Truck # 10166444/101		
BOL# 295085184	Amt Paid Ck#	METER #

ALT PHONE BRETT 954-786-4163

Customer Signature (Received above gallons)

11/18/21
Date Delivered

Order 2947194
11/18/2021

PORT Consolidated
1-800-683-5823
www.portconsolidated.com

NET 15 DAYS

310160
Site: 002461

UN1203, GASOLINE, 3,
PGII (ERG# 128)

*SEE NOTES ON BACK

ORIGINAL COPY

In Case of Emergency, Call PERS - (800)633-8253

LOADING TICKET / BILL OF LADING

COMPANY: **MPLX TERMINALS LLC**
ORIGIN: 909 SE 24TH ST FT LAUDERDALE, FL 33316
BOL NUMBER: 295085184 REV: 0 (018655)
START LOAD: 11/18/2021 05:20:16 END LOAD: 11/18/2021 05:30:50

COMPANY REGISTRATION NUMBER: 6396
FOLIO #: 20211114

SOLD TO / CUSTOMER / CONSIGNEE:
30212405 : PORT CONSOLIDATED INC- CT:PORTF20TS0001

CUSTOMER ACCOUNT #: 730212400352050
SUPPLIER : MPC WHOLESALE (CONTRACT)
SELLER : MARATHON PETROLEUM COMPANY LP

SHIP TO / DESTINATION:
30212405 : PORT CONSOLIDATED INC- CT:PORTF20TS0001
VARIOUS FL
UNKNOWN
FL

P.O. #:
REQUISITION: DEST: 99982

RECEIVED BY / CARRIER: 2698 : PORT CONSOLIDATED INC SCAC CODE : PCDD TRAILER : 101

WHERE THIS DOCUMENT CONSTITUTES A BILL OF LADING, AND AN EXCEPTION STATED IN 49 C.F.R. Â§172 204(B) IS NOT MET, THIS IS TO CERTIFY THAT THE BELOW - NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A LAWFUL CONTAINER FOR TRANSPORTATION OF THE LISTED COMMODITIES. CARRIER CERTIFIES THAT THE CARGO TANK WAS REASONABLY FREE OF EXCESSIVE RESIDUE OR OTHER CONTAMINATING MATERIALS WHEN PRESENTED FOR LOADING.

SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS

10103449 VASQUEZ, DEMETRIO (DV)	x	**:CARRIER'S AGENT (DRIVER)**

FOR ANY PRODUCT EMERGENCY, CONTACT CHEMTREC @ 1-800-424-9300. CNN#:13740

DOT SHIPPING NAME	GALLONS
UN1203,GASOLINE,3, PG II	3,002
TOTAL QUANTITY 1 CARGO TANK:	3,002

FINISHED PRODUCTS

COMP	PROD	DESCRIPTION	GROSS	NET	TEMP	GRAV	SEE NOTES BELOW
1	7841	87 OCTANE REGULAR W/10% ETHANOL	3,002	2,963	81.0	63.2	6,10,48
TOTALS:	7841	87 OCTANE REGULAR W/10% ETHANOL	3,002	2,963			

NOTES

6 DETERGENT-ADDITIZED GASOLINE.

10 WINTER CG. E10: CONTAINS BETWEEN 9 AND 10 VOL % ETHANOL.

48 THIS VOLUME OF NEAT OR BLENDED ETHANOL IS DESIGNATED AND INTENDED FOR USE AS TRANSPORTATION FUEL OR JET FUEL IN THE 48 U.S. CONTIGUOUS STATES AND HAWAII. ANY PERSON EXPORTING THIS FUEL IS SUBJECT TO THE REQUIREMENTS OF 40 CFR 80.1430.

- RECEIPT IS ACKNOWLEDGED OF THE ABOVE MERCHANDISE IN GOOD CONDITIONS AND IN THE QUANTITIES INDICATED.

	x	**:CUSTOMER / COSIGNEE**

Attachment G - Product and Account Gallon Report.xlsx

GALS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	**1,886,589**	**1,720,163**	**1,793,381**	**1,917,010**	**2,182,004**	**1,748,559**	**1,902,883**	**2,301,567**	**1,689,303**	**2,134,654**	**1,603,197**	**1,698,242**	**22,577,553**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	1,156,648	1,107,494	1,113,795	1,190,933	1,374,522	928,781	1,101,576	1,307,141	1,059,442	1,352,299	956,674	1,057,579	13,706,884
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	686,788	559,715	638,489	661,600	722,728	731,158	731,516	850,696	544,965	727,766	581,265	578,782	8,015,467
DYED ULTRA LOW SULFUR DS/BULK GALLONS	24,013	22,100	26,027	27,807	60,391	52,012	32,676	83,537	32,249	17,668	32,268	38,023	448,770
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	17,671	30,233	13,839	35,869	23,333	16,316	34,320	52,484	23,983	6,997	32,394	23,233	310,670
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	401		500		398		501	6,879	28,139	29,131			65,949
CFN GASOHOL 87 ETHANOL 10% /BULK		37	29	27	71	15,102	1,067	79	44	141		31	16,627
CFN ULTRA LOW SULFUR DSL	557	585	647	609	561	5,028	560	640	480	653	597	539	11,458
DIESEL EXHAUST FLUID/BULK	456						558						1,014
DIESEL EXHAUST FLUID/55 GL. DRUM NRD	55		55	165			110	110				55	550
CFN UNL REC 90						163							163
11/2019-10/2020	**1,787,981**	**1,824,577**	**1,881,306**	**1,381,304**	**1,601,201**	**1,435,124**	**1,645,739**	**1,334,380**	**1,574,392**	**1,719,845**	**1,647,702**	**1,719,985**	**19,553,538**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	1,074,954	1,107,076	1,092,510	720,385	826,359	657,749	813,258	672,818	777,759	979,954	979,181	1,090,894	10,792,897
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	639,929	669,738	680,913	567,355	689,534	643,890	719,657	598,271	710,242	657,577	605,705	559,546	7,742,356
DYED ULTRA LOW SULFUR DS/BULK GALLONS	21,051	17,636	57,425	61,170	49,338	79,316	67,300	29,239	37,840	37,035	16,972	28,307	502,628
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	43,405	24,410	42,462	23,807	28,062	44,971	34,423	26,946	40,182	34,129	39,515	33,241	415,553
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	7,930	4,886	7,132	7,662	7,407	8,305	10,255	5,657	7,667	10,129	5,086	6,982	89,097
CFN ULTRA LOW SULFUR DSL	671	525	517	366	365	391	273	440	356	480	695	969	6,047
DIESEL EXHAUST FLUID/BULK		4	269	418	51	451	450	997	302	401	401		3,743
DIESEL EXHAUST FLUID/55 GL. DRUM NRD		110		110	55		110			110	110		605
CFN GASOHOL 87 ETHANOL 10% /BULK	41	193	78	32	30	37	14	13	45	31	37	47	597
CFN UNL REC 90						15							15
11/2020-10/2021	**1,388,694**	**1,674,663**	**1,772,078**	**2,013,618**	**1,972,183**	**1,788,430**	**1,685,328**	**1,722,742**	**1,775,801**	**1,674,634**	**1,588,655**	**1,401,824**	**20,458,650**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	774,515	947,175	1,022,167	1,174,502	1,092,744	966,107	848,544	941,432	1,039,494	912,538	901,155	769,644	11,390,017
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	536,791	606,807	647,331	727,439	754,513	729,141	733,114	704,009	677,556	702,971	584,769	522,044	7,926,485
DYED ULTRA LOW SULFUR DS/BULK GALLONS	40,960	42,870	50,914	45,194	75,204	54,199	61,820	44,025	17,040	24,395	71,699	50,123	578,443
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	19,689	40,917	28,032	38,796	38,768	33,749	39,469	32,013	40,844	25,519	24,388	41,437	403,621
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	15,738	34,410	22,123	26,771	9,599	4,184	1,193			8,388	5,390	17,316	145,112
DIESEL EXHAUST FLUID/BULK	500	500	1,064	250	945	583	751	651	400	400	800	600	7,444
CFN ULTRA LOW SULFUR DSL	451	454	411	525	367	440	388	573	419	404	418	503	5,353
CFN GASOHOL 87 ETHANOL 10% /BULK	50	1,493	37	30	44	27	49	40	47	19	36	47	1,920
DIESEL EXHAUST FLUID/55 GL. DRUM NRD				110								110	220
CFN UNL REC 90		36											36
Grand Total	**5,063,264**	**5,219,403**	**5,446,766**	**5,311,932**	**5,755,389**	**4,972,113**	**5,233,950**	**5,358,689**	**5,039,495**	**5,529,133**	**4,839,554**	**4,820,051**	**62,589,740**

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	**3,006,117**	**3,161,745**	**3,228,472**	**3,085,820**	**3,293,625**	**2,552,637**	**2,763,377**	**2,921,391**	**2,876,696**	**3,244,792**	**2,837,010**	**2,918,117**	**35,889,798**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	413,148	394,608	409,516	395,956	457,507	486,613	474,326	490,487	395,156	531,314	412,627	432,329	5,293,585
11/2019-10/2020	365,591	354,128	532,086	391,693	382,752	372,157	403,715	369,124	373,296	378,771	431,572	425,987	4,780,871
11/2020-10/2021	298,556	333,902	410,449	353,417	410,626	404,583	389,164	340,145	340,223	355,363	357,961	332,232	4,326,621
SBBC VEHICLE MAINTEN. DPT NEF													
11.2018-10.2019	201,520	253,282	223,521	254,349	311,587	59,262	58,732	191,614	227,252	281,596	222,992	222,582	2,508,289
11/2019-10/2020	223,531	253,174	126,767	50,142			14,805	7,395	22,201	140,906	237,800	207,105	1,283,826
11/2020-10/2021	156,812	164,056	156,500	193,320	185,469	118,600	81,425	111,056	229,587	229,270	111,697	126,742	1,864,534
SCHOOL DISTRICT PLM BCH CY NEF													
11.2018-10.2019	192,265	207,992	182,741	262,371	246,021	61,590	214,144	206,865	199,900	241,390	40,946	164,530	2,220,755
11/2019-10/2020	202,886	212,296	131,710	15,882	150,000				76,530	173,218	42,031	169,969	1,174,522
11/2020-10/2021	91,289	181,506	139,057	315,643	195,446	132,427	39,722	174,349	177,673	49,617	133,706		1,630,435
CITY OF MIAMI NEF													
11.2018-10.2019	89,507	81,998	89,366	81,870	89,054	74,143	96,276	101,266	81,448	95,412	89,213	81,964	1,051,517
11/2019-10/2020	89,382	74,521	89,386	82,124	73,798	81,435	111,065	93,708	96,207	96,382	80,554	89,387	1,057,949
11/2020-10/2021	88,134	82,012	104,295	104,087	89,008	103,889	103,608	103,593	96,304	96,363	95,127	101,911	1,168,331
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019	44,781	29,797	22,314	37,198	39,152	29,638	37,020	45,350	22,208	30,445	24,475	27,824	390,202
11/2019-10/2020	29,953	30,573	36,231	33,625	30,492	36,543	35,024	36,986	29,924	29,674	29,756	37,244	396,024
11/2020-10/2021	21,202	37,275	29,822	37,196	37,122	29,623	34,602	42,007	30,411	29,506	35,192	33,361	397,319
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019	40,812	27,904	35,867	34,605	40,934	27,171	38,676	50,234	23,840	34,228	25,781	26,242	406,293
11/2019-10/2020	33,217	34,653	26,852	25,659	23,274	37,600	49,175	30,570	34,611	29,884	34,236	27,335	387,066
11/2020-10/2021	19,846	27,692	27,301	34,310	26,725	27,099	34,592	24,412	27,375	20,273	26,887	34,324	330,836
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	30,321	16,013	18,233	14,584	25,815	13,512	30,469	32,742	12,129	14,480	12,982	17,103	238,382
11/2019-10/2020	12,242	23,874	12,553	24,365	15,834	20,852	23,878	21,118	18,388	9,805	20,177	19,141	222,226
11/2020-10/2021	11,261	18,084	36,653	10,983	17,393	13,064	26,546	15,350	13,695	18,494	27,873	14,334	223,731
CITY OF POMPANO BEACH NEF													
11.2018-10.2019	20,854			4,713	13,836	43,822	14,306	27,635	6,887	13,830	13,887	6,964	166,734
11/2019-10/2020	5,262	13,900	20,854	6,930	36,935	6,915	20,739	6,909	7,386	21,229			147,059
11/2020-10/2021		5,288	6,957	20,805	13,832	43,818	13,836	20,709	6,910	21,236	13,871		167,262
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	7,336	13,712	15,785	7,687	14,699	21,466	9,193	14,096	14,412	7,312	5,245	13,081	144,024
11/2019-10/2020	14,544	15,890	10,845	1,535	10,500	6,900	6,289	2,554	15,417	7,438	15,183	7,943	115,037
11/2020-10/2021	11,857	1,051	9,585	7,259	14,445	6,165	6,431	8,073	19,150	10,016	2,150	11,850	108,031
CITY OF SUNRISE NEF													
11.2018-10.2019	3,484	7,939	9,926	14,967	20,148	4,936	22,914	15,950	5,486	13,280	5,940	8,942	133,912
11/2019-10/2020	7,476	4,956	6,495	11,344	10,913	7,500	28,096	6,400	8,973	3,952	6,464	7,938	110,508
11/2020-10/2021	2,987	7,941	7,918	4,525	17,871	3,451	20,118	7,881	3,895	6,917	17,908	7,454	108,866
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019	14,401	6,958	21,837	7,456	14,861	7,412	14,332	6,922	12,920	7,408	14,852	7,440	136,799
11/2019-10/2020	6,000	7,459	11,999	6,000	12,502	6,423	6,502	8,916	8,500	7,410	10,433	11,915	104,059
11/2020-10/2021	5,967	6,000	6,500	7,441	4,000	7,413	6,000	7,380	7,408	7,413	6,000	13,944	85,466

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	7,816	7,777	7,593	7,607	11,340	6,923	11,525	11,889	7,212	10,421	7,134	7,497	104,734
11/2019-10/2020	5,963	10,948	6,230	6,538	7,391	6,414	14,440	15,003	8,910	10,898	9,410	6,483	108,627
11/2020-10/2021	6,595	9,213	9,158	9,496	7,735	9,642	15,920	8,357	8,690	8,376	7,155	9,524	109,861
CITY OF CORAL SPRINGS NEF													
11.2018-10.2019	5,308		15,833	6,885	3,508	6,602	6,870	12,399	3,700	3,800	11,460	4,307	80,672
11/2019-10/2020	5,900	3,980	12,370	4,106	9,970	9,504	14,864	2,987	5,465	3,276	4,701	18,890	96,013
11/2020-10/2021	3,488	2,981	11,148	10,904	9,001	2,000	8,704	9,962	2,569	4,981	9,470	10,948	86,156
TOWN OF DAVIE NEF													
11.2018-10.2019	8,950	5,660	3,578	4,621	5,687	15,560	8,021	4,952	5,799	4,659	6,776	4,267	78,530
11/2019-10/2020	8,621	5,310	8,010	3,274	5,537	814	5,850	19,547	8,965	6,393	7,211	4,654	84,187
11/2020-10/2021	5,274	960	7,367	2,286	7,046	8,150	6,119		15,087			10,886	63,176
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019	5,383	3,308	4,493	6,200	4,378	3,579	4,960	2,108	3,940	7,894	2,969	4,000	53,212
11/2019-10/2020	5,985	4,465	6,948	3,956	8,415	5,934	5,953	4,152	8,872	4,943	5,444	8,931	73,998
11/2020-10/2021	5,325	4,469	4,000	10,491	2,964	10,864	5,912	4,000	8,918	13,529	5,937	11,522	87,931
CITY OF MIRAMAR NEF													
11.2018-10.2019	12,721	5,667	3,171	6,404	6,203	6,788	5,950	10,516	5,386	5,213	4,993	2,701	75,714
11/2019-10/2020		6,991	5,871	3,767	3,564	6,041	6,326	4,633	6,240	7,068	4,916	5,285	60,702
11/2020-10/2021	4,088	6,580	5,261	5,895	4,644	4,639	4,838	6,288	4,605	5,385	4,275	5,737	62,235
CITY OF BOCA RATON NEF													
11.2018-10.2019	5,017	5,184	5,363	6,040	5,057	8,410	7,225	5,741	6,224	6,714	4,250	5,647	70,872
11/2019-10/2020	6,355	5,642	5,832	4,695	4,535	6,042	5,454	6,020	5,381	4,900	5,751	6,402	67,008
11/2020-10/2021	4,796	5,583	6,086	4,183	3,438	4,998	4,243	4,885	4,670	4,973	4,906	5,228	57,989
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019	7,447	7,430		7,422	7,430		7,402	5,434		7,222	7,177		56,964
11/2019-10/2020	7,441	7,465		7,425	7,433	7,404	7,394	7,404	7,405	7,419	7,459		74,249
11/2020-10/2021	7,459	11,916	6,502		7,412		7,408	7,406	7,420			7,445	62,968
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	6,960		7,463	4,861	6,934	6,919	6,907	6,902	6,916		6,943		60,805
11/2019-10/2020	6,967	6,950	7,443		6,910	6,912	6,909	6,906		6,916		6,965	62,878
11/2020-10/2021	6,972	6,946		6,952	6,907	6,911	6,914	6,001		6,915	6,924	6,966	68,408
CITY OF TAMARAC NEF													
11.2018-10.2019	2,892	9,794	3,471	2,656	11,126	3,136	3,005	10,243	3,426	4,354	3,278	1,807	59,188
11/2019-10/2020	2,300	2,302	2,247	10,346	3,031	1,892	7,961	2,951	3,193	2,031	2,704	10,980	51,938
11/2020-10/2021	2,085	3,299	11,514	2,061	2,438	2,543	10,161	4,957	7,055	2,412	8,378	2,881	59,782
CITY OF LAUDERHILL NEF													
11.2018-10.2019	4,378	4,834	2,477	4,678	5,662	3,470	6,524	4,634	3,960	4,236	4,772	3,490	53,117
11/2019-10/2020	5,141	4,797	5,332	3,137	4,473	3,665	6,158	3,262	4,984	3,710	5,083	4,617	54,359
11/2020-10/2021	4,247	5,076	4,688	4,427	3,483	5,501	3,374	5,901	5,302	3,425	4,575	5,433	55,431
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	7,485		7,450		7,415	7,365		10,869		7,403	7,347		55,334
11/2019-10/2020	7,481		7,457	5,929		9,946	3,260	3,353	2,172	4,201			43,799
11/2020-10/2021	2,983	554	3,671	3,500	2,173	2,965	1,383	3,298	1,580	4,049	3,971	2,980	33,108
CITY OF NORTH MIAMI NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	4,965	2,974	2,979	1,982	2,968	5,919	2,958	6,907	2,963	2,963	1,979	3,968	43,525
11/2019-10/2020	2,978	5,954	1,984	1,981	3,952	3,950	1,972	2,954	6,902	3,954	3,966	3,971	44,518
11/2020-10/2021	2,988	2,996	4,974	3,962	2,968	2,967	2,962	5,914	3,948	1,973	989	2,976	39,617
CITY OF MARGATE NEF													
11.2018-10.2019	2,427	2,483	3,473	3,974	2,668	9,667	5,129	5,449	1,480	2,370	993		40,113
11/2019-10/2020	3,477	997	3,469	7,471	3,959	1,976	5,915	2,068	6,141	2,174	1,982	61	39,690
11/2020-10/2021	2,190	3,474	3,177	2,479	6,480	3,952	4,434	2,460	2,962	2,964	1,486	171	36,229
VILLAGE OF NORTH PALM BCH -NEF													
11.2018-10.2019	2,476	2,879	2,100	2,737	2,793	2,727	2,694	4,752	2,339	3,105	2,378	3,158	34,139
11/2019-10/2020	2,641	2,632	2,590	2,601	2,701	2,962	2,872	2,861	2,991	2,907	2,904	2,370	33,032
11/2020-10/2021	2,995	2,750	2,847	2,698	2,862	3,314	2,790	2,808	2,745	2,763	3,062	428	32,059
CITY OF GREENACRES NEF													
11.2018-10.2019	2,325	2,132	2,000	1,558	2,445	2,278	1,769	2,614	2,138	2,164	1,700	1,928	25,051
11/2019-10/2020	2,788	1,697	1,475	1,326	1,701	2,264	1,616	1,325	2,598	2,138	1,187	1,959	22,074
11/2020-10/2021	2,058	2,150	1,501	2,802	1,600	2,200	1,900	1,880	2,200	2,300	1,221	2,173	23,985
CITY OF WESTON NEF													
11.2018-10.2019	4,000		4,003		4,000	404	2,000	4,405		4,445	4,400		27,657
11/2019-10/2020	3,500	4,500	2,050	3,460			4,503			4,500			22,513
11/2020-10/2021		3,501		4,500	1,501			4,500			4,499		18,501
CITY OF DANIA BEACH NEF													
11.2018-10.2019	3,000	2,990	3,000	2,478	3,502	2,500	1,977	1,500		2,000	2,500		25,447
11/2019-10/2020	1,808	2,005	1,322		2,000	1,000	599	2,000	2,000		1,800	2,000	16,535
11/2020-10/2021	1,000	1,000	990	2,000	1,000	2,000	1,001	2,000	1,000	1,000	2,800	3,000	18,791
CITY OF SUNNY ISLES BEACH													
11.2018-10.2019	1,485	1,401	1,486	1,452	2,636	1,500	1,760	3,261	1,200	1,170	2,552	1,200	21,103
11/2019-10/2020	1,206	2,622	1,281			1,300	1,330	1,200	1,333	2,296	2,402	1,403	16,373
11/2020-10/2021	1,151	2,502	1,196	1,378	2,197	1,160	1,451	1,504	2,302	1,101	1,171	1,350	18,462
TOWN OF PALM BEACH NEF													
11.2018-10.2019	2,696	453	1,106	1,956	1,364	4,608	500	5,091		384	1,882	1,326	21,367
11/2019-10/2020	1,970	800	1,921	752	684	2,192	4,379	400		469	1,114	983	15,662
11/2020-10/2021	427	1,929	2,167	462	2,510		1,011	2,053	2,439	1,238	1,479	468	16,184
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019		1,151	2,402	1,204	2,700		2,602	2,000	650		1,500	2,000	16,209
11/2019-10/2020	1,600		2,000		2,500		2,101		1,974		2,000		12,175
11/2020-10/2021		3,788		3,701	2,099	1,367	740	1,906	2,299			1,985	17,885
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019	488	422	900	461	500	455	910	736	470	492	427	480	6,743
11/2019-10/2020	500	897	391	323	387	1,012	683	436	500	493	505	511	6,638
11/2020-10/2021	483	451	384	827		591	933	399	372	388	485	890	6,202
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019		754	347		593	405	500	852		596	326	801	5,174
11/2019-10/2020	250	699	508		215	201	831		300	600	437	465	4,505
11/2020-10/2021		252	500	512	350	212	301		701	300		500	3,627
BROWARD SHERIFF'S OFC - PU-NEF													
11/2019-10/2020							1,578	0					1,578

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
VILLAGE OF ROYAL PALM BCH-NEF													
11.2018-10.2019								727					727
11/2019-10/2020							1,024	(324)					700
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	**1,863,508**	**1,836,260**	**1,966,732**	**1,956,395**	**2,166,775**	**2,104,188**	**2,184,287**	**2,152,975**	**1,932,763**	**2,088,313**	**1,771,740**	**1,660,372**	**23,684,308**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	93,854	82,319	89,286	90,671	115,955	145,112	102,864	117,551	71,707	105,456	34,802	64,754	1,114,332
11/2019-10/2020	78,057	93,093	112,507	56,476	140,422	66,891	99,043	73,958	86,541	100,946	77,236	51,249	1,036,420
11/2020-10/2021	67,952	91,030	89,012	134,528	180,197	101,559	111,402	114,927	107,042	109,915	76,910	29,344	1,213,818
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019	96,307	62,556	89,221	71,338	88,859	96,650	79,627	96,440	69,901	97,072	79,249	43,989	971,209
11/2019-10/2020	87,335	88,955	61,238	79,842	70,926	97,065	87,630	70,594	87,737	79,602	71,068	71,223	953,215
11/2020-10/2021	53,535	80,750	79,878	80,320	80,115	97,522	87,355	74,289	70,778	88,390	70,919	88,615	952,465
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	40,163	48,180	54,160	52,984	47,177	49,458	57,093	75,763	44,747	56,398	65,775	57,700	649,600
11/2019-10/2020	43,061	71,265	65,364	46,076	63,320	71,842	67,718	59,020	67,377	47,410	49,189	55,130	706,772
11/2020-10/2021	47,244	59,876	64,739	57,576	59,650	64,005	72,766	57,892	41,830	63,916	52,047	35,492	677,034
SCHOOL DISTRICT PLM BCH CY NEF													
11.2018-10.2019	25,300	24,794	39,579	40,079	47,789	24,575	47,301	47,821	27,603	40,410	24,333	29,761	419,344
11/2019-10/2020	40,068	32,746	32,177	25,895	30,711	29,497	10,377	32,488	40,718	33,993	17,229	16,851	342,748
11/2020-10/2021	32,365	40,323	33,806	56,114	32,969	40,464	24,954	40,727	40,400	11,073	39,592	10,276	403,063
SBBC VEHICLE MAINTEN. DPT NEF													
11.2018-10.2019	37,244	29,674	37,110	22,262	36,972	29,520	44,198	55,509	29,220	29,489	29,580	29,695	410,473
11/2019-10/2020	37,285	29,822	22,355	21,077		14,742	22,120	44,259	51,686	29,557	29,617	29,762	332,282
11/2020-10/2021	37,336	29,825	37,262	29,819	37,130	37,000	44,251	29,423	36,879	44,285	29,620	22,328	415,158
CITY OF MIRAMAR NEF													
11.2018-10.2019	56,596	29,227	32,816	35,613	38,498	33,678	31,549	39,012	34,015	31,451	23,970	18,635	405,059
11/2019-10/2020	17,775	32,097	29,337	41,168	34,272	28,479	34,327	29,290	27,535	38,028	36,958	27,762	377,029
11/2020-10/2021	27,466	26,396	27,290	33,616	27,431	25,172	32,557	26,322	27,622	26,308	26,047	32,144	338,371
CITY OF SUNRISE NEF													
11.2018-10.2019	22,720	29,448	37,747	31,698	30,700	23,742	38,689	37,799	28,791	32,475	23,021	37,615	374,445
11/2019-10/2020	36,750	23,917	32,823	23,842	31,824	29,842	39,729	24,619	34,200	29,436	28,843	23,872	359,696
11/2020-10/2021	31,567	23,049	37,798	32,757	33,635	26,834	27,902	35,750	33,940	29,233	27,434	29,087	368,984
CITY OF MIAMI NEF													
11.2018-10.2019	24,896	33,292	33,724	33,566	33,103	32,408	32,976	41,676	33,874	41,773	25,157	33,688	400,133
11/2019-10/2020	40,634	33,006	32,000	23,994	16,810	31,914	32,743	29,947	24,676	25,126	33,185	33,204	357,239
11/2020-10/2021	25,417	23,380	25,325	25,259	33,365	24,718	32,067	31,895	25,080	30,694	29,632	24,818	331,650
TOWN OF DAVIE NEF													
11.2018-10.2019	35,207	25,023	25,927	32,354	26,604	35,094	26,476	34,941	32,148	23,955	25,114	23,855	346,698
11/2019-10/2020	25,827	19,704	38,211	26,809	26,422	26,853	30,735	26,996	24,133	34,555	32,623	30,791	343,659
11/2020-10/2021	25,918	25,192	29,546	25,009	26,425	25,089	32,158	25,089	31,636	23,353	17,055	29,505	315,975
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	36,338	27,268	18,393	27,441	35,937	27,020	26,294	35,811	24,214	27,095	18,503	27,018	331,331
11/2019-10/2020	27,016	27,452	18,080	26,947	27,176	26,337	35,572	26,207	35,646	17,473	26,664	27,401	321,971
11/2020-10/2021	27,461	17,924	27,060	27,403	26,842	26,836	27,138	35,430	26,477	26,175	26,927	27,062	322,735

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
CITY OF CORAL SPRINGS NEF													
11.2018-10.2019	33,690	17,840	17,764	33,542	25,546	25,834	32,657	34,329	16,690	26,348	25,862	17,728	307,830
11/2019-10/2020	8,856	35,407	31,240	26,607	22,324	21,173	39,131	15,631	25,450	16,727	26,349	30,558	299,453
11/2020-10/2021	25,849	16,819	26,639	26,639	24,292	26,425	25,416	33,142	17,459	31,117	28,503	22,780	305,080
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019	25,471	16,609	16,958	17,018	24,902	16,459	16,944	25,283	16,909	16,502	36,494	42,074	271,623
11/2019-10/2020	16,588	25,076	16,837	16,793	16,401	16,775	24,689	16,720	25,125	16,763	16,405	16,995	225,167
11/2020-10/2021	8,440	22,972	16,867	16,916	16,402	16,767	16,708	25,011	16,690	16,716	16,820	16,917	207,226
CITY OF LAUDERHILL NEF													
11.2018-10.2019	20,109	19,102	13,259	20,178	25,212	12,574	25,509	18,687	18,548	20,087	18,406	12,960	224,631
11/2019-10/2020	18,707	16,685	21,410	12,707	18,930	13,198	23,678	16,375	21,897	18,602	15,994	19,294	217,477
11/2020-10/2021	16,965	20,006	21,061	18,957	18,501	22,310	17,309	18,256	21,555	17,559	17,549	21,510	231,538
CITY OF NORTH MIAMI NEF													
11.2018-10.2019	18,830	13,830	22,312	14,701	13,499	18,415	21,808	23,987	12,777	13,750	23,685	12,856	210,450
11/2019-10/2020	22,796	17,858	13,874	14,448	20,770	20,662	14,626	13,677	17,665	21,486	20,744	12,876	211,482
11/2020-10/2021	13,917	13,908	19,833	20,849	12,856	22,596	13,668	17,653	19,672	14,562	15,129	13,851	198,494
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019	15,148	21,253	15,102	21,489	23,494	14,055	19,304	24,329	13,333	21,480	19,855	20,604	229,445
11/2019-10/2020	11,949	19,810	12,688	10,303	21,207	13,522	21,555	12,606	11,916	21,357	11,807	20,021	188,741
11/2020-10/2021	13,427	20,199	10,650	21,997	9,682	19,770	14,624	18,707	13,424	17,656	9,619	21,110	190,867
CITY OF MARGATE NEF													
11.2018-10.2019	19,344	12,880	19,299	18,748	12,115	35,479	17,431	21,494	13,464	20,252	14,108	839	205,453
11/2019-10/2020	18,842	13,886	19,843	27,363	18,279	12,814	23,620	12,187	22,519	12,609	13,359	196	195,517
11/2020-10/2021	13,231	19,465	19,620	12,495	36,223	19,233	17,697	12,260	19,194	20,184	13,344	3,174	206,120
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	10,506	10,813	10,870	10,379	15,586	9,863	14,803	12,999	10,525	15,578	36,658	29,249	187,826
11/2019-10/2020	10,576	14,395	10,072	11,507	16,937	10,743	18,058	9,093	13,983	15,675	14,852	10,191	156,080
11/2020-10/2021	11,049	16,142	14,875	13,525	13,721	16,107	21,135	14,229	16,744	16,866	9,275	14,097	177,764
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	16,325	8,689	8,677	17,403	8,770	17,497	17,455	13,427	8,138	16,699	8,663	17,453	159,196
11/2019-10/2020	18,820	9,889	19,701	8,016	15,717	17,315	13,723	9,339	10,900	14,705	8,367	8,430	154,922
11/2020-10/2021	15,532	7,731	15,407	15,989	15,203	14,091	13,009	16,567	10,393	20,336	11,557	12,633	168,448
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019	11,859	15,349	13,403	17,338	13,881	9,892	15,695	11,886	5,692	19,644	8,909	13,912	157,460
11/2019-10/2020	8,971	8,871	16,755	7,908	18,574	10,723	12,662	13,810	16,504	8,777	15,793	15,837	155,185
11/2020-10/2021	11,742	10,947	7,000	22,877	5,432	20,192	9,769	8,644	15,760	18,179	8,827	19,852	159,221
CITY OF POMPANO BEACH NEF													
11.2018-10.2019	7,907		7,686	15,785	7,878	39,719	15,690	15,694	7,848	15,722	15,791	7,935	157,655
11/2019-10/2020	7,891	7,929	7,939	7,893	31,900	15,746	7,875	15,742	7,871	15,749	7,887		134,422
11/2020-10/2021		7,853	7,000	7,922	15,804	31,843	15,743	7,847	15,752	15,757	7,903		133,424
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019								7,357		17,649			25,006
11/2019-10/2020	26,699	8,880	26,479	16,387	17,514	26,482	17,716	16,812	16,677	25,584	17,445	17,754	234,429
11/2020-10/2021				8,850	17,676	17,568	17,584	16,999	17,398	16,656	17,658	8,756	139,145
CITY OF TAMARAC NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	7,668	7,431	7,433	7,441	14,757	7,341	7,347	10,856	6,000	7,374	7,301	7,425	98,374
11/2019-10/2020	7,438	7,433	7,450	7,431	7,403	7,378	10,093	7,002	7,358	7,379	7,396	7,421	91,182
11/2020-10/2021	7,757	7,659	7,453	7,622	7,406	7,588	13,969	3,922	14,039	7,768	5,926	7,462	98,571
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019	7,459	7,408	7,424	7,911	7,393	7,381	7,844	14,741	7,355			7,395	82,311
11/2019-10/2020	5,005	8,177	6,000	6,002	5,919	10,412	4,001	8,909	5,451	7,392	8,001	6,945	82,214
11/2020-10/2021	5,971	6,001	6,000	7,438	6,005	7,477	7,378	7,380	7,373	7,364	6,502	6,001	80,890
TOWN OF PALM BEACH NEF													
11.2018-10.2019	6,300	3,931	3,200	4,001	6,999	4,956	7,456	8,004		7,002	3,982	6,814	62,643
11/2019-10/2020	4,000	6,448	7,000	6,431	6,107	3,411	9,104	3,404	8,583	3,501	4,000	6,998	68,987
11/2020-10/2021	3,000	7,644	6,113	4,000	5,521	3,000	6,870	5,868	5,300	3,676	6,401	7,122	64,516
CITY OF BOCA RATON NEF													
11.2018-10.2019	4,852	5,008	4,631	5,653	5,157	4,044	6,062	4,228	4,385	5,551	3,708	4,847	58,125
11/2019-10/2020	4,950	4,986	4,871	4,020	3,596	5,001	5,057	4,818	5,058	4,383	4,605	5,489	56,834
11/2020-10/2021	3,864	4,634	5,552	4,634	4,841	4,630	3,609	5,394	5,125	4,162	4,193	5,105	55,744
CITY OF WESTON NEF													
11.2018-10.2019	4,501		4,501	4,500	4,501		5,802	6,001		6,434		4,502	40,742
11/2019-10/2020	4,500		6,002	4,448		4,502	4,500		4,502	4,500		4,500	37,454
11/2020-10/2021	4,501		4,500	4,500	2,501		4,202	4,502	4,502	4,502		4,500	38,210
VILLAGE OF NORTH PALM BCH -NEF													
11.2018-10.2019	3,800	3,957	4,000	3,503	5,116	3,401	4,200	7,319	3,500	4,537	4,240	4,061	51,634
11/2019-10/2020	3,600	3,701	3,450	2,651	725	794	1,500				4,402	3,300	24,124
11/2020-10/2021		2,201	1,200				4,001	1,360	1,000	1,700	4,046		15,508
CITY OF DANIA BEACH NEF													
11.2018-10.2019	2,501	2,300	2,500	2,362	2,401	2,200	2,501	2,470		2,500	2,400		24,135
11/2019-10/2020	2,424	2,500	2,500	2,173	2,501	4,151	2,326	2,003	4,200	2,000	2,400	2,201	31,378
11/2020-10/2021	2,000	2,000	1,990	3,965	1,501	4,002	3,200	4,002	1,988	2,500	2,001	4,002	33,151
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019					1,850	1,800	3,802	2,959	1,805	2,100			14,315
11/2019-10/2020	1,296	4,228	1,500	1,802	2,322	3,479	2,908	1,700	2,179	1,989	1,801	2,100	27,304
11/2020-10/2021	1,787	1,699	2,101	4,299	1,800	1,500	3,871	2,258	2,314	2,306	1,978	3,257	29,170
CITY OF GREENACRES NEF													
11.2018-10.2019	1,558	1,535	1,200	1,329	1,520	1,848	1,497	1,726	1,476	1,525	1,394	878	17,485
11/2019-10/2020	1,876	1,285	950	340	526	1,854	1,363	791	1,906	1,975	1,134	970	14,969
11/2020-10/2021	1,200	900	1,753	1,301	1,000	1,532	1,300	1,504	1,336	1,506	1,053	1,244	15,628
VILLAGE OF PALM SPRINGS NEF													
11/2020-10/2021						3,016	8,209	5,909	7,218	7,019			31,371
SBBC PHYSICAL PLANT OP DPT NEF													
11.2018-10.2019	336		309	312	559	268	643	599	300	322	306	539	4,493
11/2019-10/2020	337	236	260			293	300	275	249	300	352	224	2,826
11/2020-10/2021	301	283		262	386	294	300		356	314	303		2,797
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019						875				1,136			2,010
11/2020-10/2021							992	850	1,282	1,226			4,349
BROWARD SHERIFF'S OFC - PU-NEF													

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020							1,180	0					1,180
DYED ULTRA LOW SULFUR DS/BULK GALLONS	**86,025**	**82,606**	**134,365**	**134,171**	**184,933**	**185,527**	**161,797**	**156,800**	**87,129**	**79,098**	**120,938**	**116,453**	**1,529,841**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	7,415	6,629	6,329	7,463	9,191	15,207	8,408	11,679	7,743	9,496	7,444	20,032	117,034
11/2019-10/2020	8,278	7,054	8,335	6,066	16,838	12,945	6,602	7,368	6,221	7,471	7,205	7,831	102,214
11/2020-10/2021	13,993	6,237	14,865	6,992	15,795	10,458	8,574	7,942	7,113	6,336	15,364	9,737	123,406
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	8,402		6,935	6,922	13,852	11,922	6,910	6,700	(77)	5,241	6,927	6,954	80,688
11/2019-10/2020	6,100		6,958		9,375	36,559		34	6,917		6,940	7,171	80,054
11/2020-10/2021	13,925	6,958	6,945	6,935	26,671	14,705	6,913				6,928	6,965	96,945
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019			301			613			9,797				10,711
11/2019-10/2020			21,293	27,714	13,873	7,417	14,890	6,896		21,264		7,459	120,806
11/2020-10/2021	12,819	13,933	20,871	14,382		7,419	7,210	7,410			20,784	13,901	118,729
CITY OF BOCA RATON NEF													
11.2018-10.2019	1,000	2,505	2,001	1,001	3,251	4,002	6,503	4,102	2,970	2,000	4,380	3,000	36,714
11/2019-10/2020	1,000	1,001	3,280	2,300	4,001	3,000	6,601	3,500		2,502	1,001	3,401	31,586
11/2020-10/2021		3,018	1,000		4,100	4,000	2,400	3,780	6,459	2,985	2,884		30,626
CITY OF MIRAMAR NEF													
11.2018-10.2019		11,937			9,457	7,384	1,593	6,676			7,451	3,013	47,512
11/2019-10/2020			5,002	9,118			2,000		1,801				17,920
11/2020-10/2021		7,444	3,136		1,150	5,814	5,000		1,501		4,407		28,452
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019			4,106		8,218			15,469			445		28,237
11/2019-10/2020		3,650	8,709	683			9,947	2,001	2,947				27,936
11/2020-10/2021			650	6,254	3,380	2,695	5,357	801		5,040	10,629	800	35,606
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	3,262	189	174	4,276	3,485	9,287	431	2,902	228	422	439		25,093
11/2019-10/2020	2,500	201	250		3,436	9,800	4,141	575	226	3,000	152	303	24,583
11/2020-10/2021	150	2,705	150	276	250	3,087	425	551	264	400	100	200	8,558
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	200				399			4,000			828		5,427
11/2019-10/2020		2,238	200	619	120				7,092				10,270
11/2020-10/2021					1,800		1,800	7,886		210	6,500	4,350	22,546
SBBC PHYSICAL PLANT OP DPT NEF													
11.2018-10.2019	154	155	360	171	118	400	457	4,334	73	383	181	849	7,633
11/2019-10/2020	1,163		768	374	1,075	353	4,568	3,005	810	534		659	13,309
11/2020-10/2021		58	321	790	10,289	786	2,512	224	158	137	1,000	98	16,372
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019					7,418			1,948	284				9,650
11/2019-10/2020				9,915			1,157		682	927			12,681
11/2020-10/2021				6,501			4,900						11,401
CITY OF MARGATE NEF													
11.2018-10.2019				4,878		800		643			851	2,100	9,273

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020	1,805						1,446			800			4,051
11/2020-10/2021				2,294								12,929	15,223
VILLAGE OF PALM SPRINGS NEF													
11.2018-10.2019	1,500		1,269		1,001	1,301	1,784	1,800	1,000			1,000	10,655
11/2019-10/2020		1,212		2,000		1,394	1,050	2,255			1,540		9,451
11/2020-10/2021			2,000		1,200		1,135	1,004		977	871	1,000	8,187
TOWN OF DAVIE NEF													
11.2018-10.2019								4,034					4,034
11/2020-10/2021							9,863	3,979		7,406			21,248
CITY OF POMPANO BEACH NEF													
11.2018-10.2019			2,493					3,001	1,000				6,494
11/2019-10/2020			2,000				4,499	2,500	1,500				10,499
11/2020-10/2021					3,000			1,000			1,000		5,001
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019					2,124		2,222	0	1,875				6,221
11/2019-10/2020						2,375	1,135		5,126				8,635
11/2020-10/2021		1,200							1,250				2,450
CITY OF SUNRISE NEF													
11.2018-10.2019	2,081	93	118	1,674	125	85	150	1,715	197	127	158	79	6,600
11/2019-10/2020	110	118	215	139	154	160	2,660	241	142	137	134	117	4,327
11/2020-10/2021	74	1,318	95	116	160	276	2,881	101	296	152	140	144	5,753
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019		243	1,942	1,424	709	483	550	4,075	443				9,868
11/2019-10/2020	95	510			467	327		63				324	1,785
11/2020-10/2021			881			500		766		501			2,648
CITY OF COOPER CITY, FL NEF													
11.2018-10.2019								4,173					4,173
11/2019-10/2020				2,242									2,242
11/2020-10/2021						4,458							4,458
CITY OF TAMARAC NEF													
11.2018-10.2019						304			2,000				2,304
11/2019-10/2020						4,987							4,987
11/2020-10/2021					2,260								2,260
CITY OF MIAMI NEF													
11.2018-10.2019							834						834
11/2020-10/2021								8,165					8,165
TOWN OF PALM BEACH NEF													
11.2018-10.2019									1,198				1,198
11/2019-10/2020									4,377				4,377
11/2020-10/2021					3,357								3,357
CITY OF NORTH MIAMI NEF													
11.2018-10.2019					490			1,228				996	2,713
11/2019-10/2020		980					910						1,890
11/2020-10/2021				653			409				1,091		2,154
CITY OF CORAL SPRINGS NEF													

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019			351					401			3,164		3,916
11/2019-10/2020							1,931						1,931
11/2020-10/2021					591					251			842
CITY OF LAUDERHILL NEF													
11.2018-10.2019							2,398		3,519				5,917
11/2019-10/2020								701					701
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019								2,201					2,201
11/2019-10/2020			672				2,441						3,112
11/2020-10/2021								416					416
CITY OF DANIA BEACH NEF													
11.2018-10.2019								748					748
11/2019-10/2020												1,002	1,002
11/2020-10/2021					1,200								1,200
TOWN OF LANTANA NEF													
11/2019-10/2020										400			400
11/2020-10/2021							2,001						2,001
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019					552		390	708					1,651
11/2019-10/2020				416									416
CITY OF SUNNY ISLES BEACH													
11/2019-10/2020							1,323						1,323
CITY OF WESTON NEF													
11.2018-10.2019								1,000					1,000
SCHOOL DISTRICT PLM BCH CY NEF													
11/2020-10/2021							400						400
TOWN OF HILLSBORO BEACH NEF													
11.2018-10.2019							47						47
11/2019-10/2020								101					101
11/2020-10/2021							40						40
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019						123							123
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019						100							100
SBBC VEHICLE MAINTEN. DPT NEF													
11/2019-10/2020												41	41
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	**63,495**	**65,327**	**70,994**	**62,603**	**67,228**	**78,720**	**74,392**	**65,838**	**109,165**	**88,779**	**63,903**	**74,678**	**885,123**
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019								6,879	27,739	29,131			63,749
11/2019-10/2020	42,756	24,410	42,062	23,807	27,760	44,971	33,909	26,606	40,182	33,601	39,015	33,241	412,320
11/2020-10/2021	19,689	40,917	27,532	38,296	38,768	33,749	39,069	32,013	40,844	24,919	24,388	41,050	401,234
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	401		500		398		501		400				2,200
11/2019-10/2020	649		400		302		514	340		528	500		3,233

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2020-10/2021			500	500			400			600		387	2,387
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	**41,339**	**69,529**	**43,094**	**70,302**	**40,339**	**28,805**	**45,767**	**58,141**	**31,650**	**25,513**	**42,870**	**47,531**	**544,879**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019	8,948	26,243	8,864	26,493	17,750	8,859	26,078	17,403	17,502		25,944	17,758	201,842
11/2020-10/2021	8,946	26,580	17,722	17,818						8,388		8,894	88,348
VILLAGE OF PALM SPRINGS NEF													
11.2018-10.2019	7,979	2,987	4,024	8,371	4,487	6,455	7,142	7,990	5,490	6,997	5,499	3,979	71,399
11/2019-10/2020	6,975	2,986	6,132	7,662	6,534	7,280	8,577	5,657	6,464	8,879	3,937	5,990	77,069
11/2020-10/2021	6,792	6,830	3,400	6,809	8,800	3,201					5,390	6,400	47,621
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019	744	1,003	951	1,004	1,096	1,003	1,100	2,091	991		950	1,496	12,429
11/2019-10/2020	956	1,901	1,000		874	1,025	1,678		1,203	1,250	1,149	992	12,028
11/2020-10/2021		1,000	1,001	2,144	799	983	1,193					2,022	9,142
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019								25,001					25,001
CITY OF NORTH MIAMI NEF													
11/2020-10/2021										0			0
CFN ULTRA LOW SULFUR DSL	**1,679**	**1,565**	**1,575**	**1,500**	**1,293**	**5,859**	**1,220**	**1,653**	**1,256**	**1,537**	**1,710**	**2,011**	**22,858**
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	557	585	647	609	561	567	505	640	480	653	597	539	6,942
11/2019-10/2020	671	525	517	366	365	382	273	440	356	480	695	569	5,638
11/2020-10/2021	411	454	411	525	367	440	388	573	419	404	418	503	5,312
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						4,461	55						4,516
11/2019-10/2020												400	400
11/2020-10/2021	40												40
CITY OF WEST PALM BEACH NEF													
11/2019-10/2020						9							9
CFN GASOHOL 87 ETHANOL 10% /BULK	**91**	**1,723**	**145**	**89**	**144**	**15,165**	**1,130**	**132**	**136**	**190**	**73**	**124**	**19,144**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						15,074	1,039			122			16,235
11/2019-10/2020		150	34									24	208
11/2020-10/2021	11	1,457						18	19				1,505
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019		37	29	27	71	27	27	79	44	19		31	392
11/2019-10/2020	41	43	44	32	30	27	14	13	45	31	37	23	379
11/2020-10/2021	39	36	37	30	44	27	49	22	28	19	36	47	414
CITY OF WEST PALM BEACH NEF													
11/2019-10/2020						10							10
DIESEL EXHAUST FLUID/BULK	**956**	**504**	**1,333**	**668**	**996**	**1,034**	**1,760**	**1,648**	**702**	**801**	**1,201**	**600**	**12,201**
CITY OF FORT LAUDERDALE NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020			4		418	51	451	450	500	302	401	401	2,977
11/2020-10/2021	500	500	650	250	945	200	500	651	400	400	800	600	6,396
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	456						558						1,014
11/2019-10/2020			269					497					766
11/2020-10/2021			414			383	251						1,048
DIESEL EXHAUST FLUID/55 GL. DRUM NRD	**55**	**110**	**55**	**385**	**55**		**220**	**110**		**110**	**110**	**165**	**1,375**
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	55		55	165			110	110				55	550
11/2019-10/2020		110		110			110			110	110		550
11/2020-10/2021				110								110	220
CITY OF FORT LAUDERDALE NEF													
11/2019-10/2020					55								55
CFN UNL REC 90		**36**				**178**							**214**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						163							163
11/2020-10/2021		36											36
BROWARD SHERIFF'S OFFICE NEF													
11/2019-10/2020						15							15
Grand Total	**5,063,264**	**5,219,403**	**5,446,766**	**5,311,932**	**5,755,389**	**4,972,113**	**5,233,950**	**5,358,689**	**5,039,495**	**5,529,133**	**4,839,554**	**4,820,051**	**62,589,740**

Analysis Comparison, Ranking 01/30/17, E-13-17
UNLEADED GASOLINE AND DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

	Total Potential Points	Indigo Energy Partners LLC	Macmillan Oil Company LLC	Mansfield Oil Company	Port Consolidated, Inc.	Pro Energy LLC	RKA Petroleum, Inc.
Committee Member	Potential Points						
Stephen Bush							
Firm's Qualification and Capabilities	0-40	15	25	20	40	15	10
Emergency Suppliy Capabilities	0-20	8	10	5	20	10	5
References	0-10	5	5	5	10	5	3
Cost	0-30	10	20	15	10	15	20
	Total =	38	60	45	80	45	38
Committee Member	Potential Points						
Forrest Hall							
Firm's Qualification and Capabilities	0-40	18	40	20	40	6	10
Emergency Suppliy Capabilities	0-20	8	18	10	20	5	5
References	0-10	6	10	8	10	3	2
Cost	0-30	12	12	15	10	15	15
	Total =	44	80	53	80	29	32
Committee Member	Potential Points						
Ross Meslin							
Firm's Qualification and Capabilities	0-40	20	30	20	38	10	10
Emergency Suppliy Capabilities	0-20	5	18	10	18	5	5
References	0-10	5	9	6	9	0	2
Cost	0-30	15	20	10	5	30	25
	Total =	45	77	46	70	45	42

Analysis Comparison, Ranking 01/30/17, E-13-17
UNLEADED GASOLINE AND DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

	Total Potential Points	Indigo Energy Partners LLC	Macmillan Oil Company LLC	Mansfield Oil Company	Port Consolidated, Inc.	Pro Energy LLC	RKA Petroleum, Inc.
Committee Member	Potential Points						
Angelo Salmone							
Firm's Qualification and Capabilities	0-40	25	35	25	40	20	20
Emergency Suppliy Capabilities	0-20	10	17	10	20	7	5
References	0-10	5	7	6	10	2	2
Cost	0-30	22	25	23	20	20	20
	Total =	62	84	64	90	49	47

Committee Member	Potential Points						
Paul Strauss							
Firm's Qualification and Capabilities	0-40	30	35	35	40	20	20
Emergency Suppliy Capabilities	0-20	10	15	15	18	10	10
References	0-10	5	10	10	10	5	5
Cost	0-30	15	20	5	5	20	20
	Total =	60	80	65	73	55	55

Committee Members (Average)							
Firm's Qualification and Capabilities	0-40	22	33	24	40	14	14
Emergency Suppliy Capabilities	0-20	8	16	10	19	7	6
References	0-10	5	8	7	10	3	3
Cost	0-30	15	19	14	10	20	20
	Average Score =	50	76	55	79	45	43

Committee Members (Total)							
Firm's Qualification and Capabilities	0-200	108	165	120	198	71	70
Emergency Suppliy Capabilities	0-100	41	78	50	96	37	30
References	0-50	26	41	35	49	15	14
Cost	0-150	74	97	68	50	100	100
	Grand Total=	249	381	273	393	223	214

VOTING MATRIX
RFP E-13-17
Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group
Short-List Presentations 02/06/17

FIRM / COMMITTEE MEMBER	Stephen Bush	Forrest Hall	Ross Meslin	Angelo Salomone	Paul Straus	TOTAL	RANKING
MacMillan Oil	2	2	2	2	1	9	2
Mansfield Oil	3	3	3	3	3	15	3
Port Consolidated	1	1	1	1	2	6	1

Note: Firms scored ordinally, 1, 2, 3, etc.; a score of 1 was given to the firm considered most qualified to provide the required services to the City. The firm with the fewest total points is ranked #1.

SAMPLE SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the City of Pompano Beach ("City") and _____, a _____ corporation **or** limited liability company ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of Work set forth in Exhibit "A" (the "Work") and, the Insurance Requirements set forth in Exhibit "B", both of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. Purpose. City contracts with Contractor to provide _____ services upon the terms and conditions set forth herein.

3. Scope of Work. Contractor shall provide the Scope Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional one (1) year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement. OR Remove the following language if not applicable: This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Payment of a not to exceed Fixed Fee of $_____ per month or a Not to Exceed Fixed Fee of $_____.

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. If required by City, Contractor shall submit invoices to City on a monthly basis or on _____.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be _____ and the Contractor's Contract Administrator shall be _____ (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: _____
_____
_____
_____
Office:
Cell:
Email:
Fax:

If to City: _____, Contract Administrator
_____
_____
_____
Office:
Cell:
Email:
Fax:

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or

sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements including, but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

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

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611

RecordsCustodian@copbfl.com

23. Governing Law. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20

calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

36. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

_____
ASCELETA HAMMOND, CITY CLERK

By:_____
REX HARDIN, MAYOR

(SEAL)

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

_____
MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

_____
(Print or type name of company here)

Witnesses:

By:_____

_____

Print Name:_____

_____
(Print or Type Name)

Title:_____

_____

Business License No._____

_____
(Print or Type Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this ____ day of _____, 20__, by _____ _____ as _____ of _____, a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Service contract 11/7/2019 ACP

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

November 22, 2021

ADDENDUM #1, RFP E-03-22

UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

To Whom It May Concern,

I. The following changes have been made to Attachment A, page 2:

- Section 2.2 currently reads:

Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack).

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

- Section 2.2 has been revised to read:

Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack).

Plus

Positive or Negative differential proposed for 87 Octane Unleaded per section 2.1. (Differential to be constant regardless of the applicable RVP.)

II. The following changes have been made to Attachment A, pages 2 and 3:

- Section 2.3 currently reads:

Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

- Section 2.3 has been revised to read:

Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur per Section 2.1.

III. Attachment F - Sample Invoice, which included a bill of lading and invoice for diesel fuel, has been replaced by Attachment F – Sample Invoice Diesel and Unleaded Gasoline, which includes bills of lading and invoices for both diesel and unleaded gasoline.

IV. Attachment G - Product and Account Gallon Report has been added to the Attachments Tab of the City's eBid System.

V. Attachment H - E-13-17 Analysis Comparison Ranking has been added to the Attachments Tab of the City's eBid System.

VI. Attachment I - E-13-17 Voting Matrix has been added to the Attachments Tab of the City's eBid System.

VII. Attachment J - Sample Service Contract has been added to the Attachments Tab of the City's eBid System.

Addendum #1 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system has been **extended** to **2:00:00 p.m. (local), December 6, 2021.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent

cc: website

Online Questions & Answers

Event Information

Number:	E-03-22 Addendum 1
Title:	Unleaded Gasoline & Diesel Fuel
Type:	Request for Proposals
Issue Date:	10/28/2021
Question Deadline:	11/22/2021 05:00 PM (ET)
Response Deadline:	12/6/2021 02:00 PM (ET)
Notes:	

The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), December 6, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to https://www.pompanobeachfl.gov/meetings to find the link.

Published Questions

Question: Could you please provide a copy of the previous bid tabulations as well as copies of BOLs and Invoices for both gas and diesel? Is this bid broken up in the trailer load and tank wagon deliveries? Is this an all or nothing bid? What is the average delivery size per location? What is the total estimated delivered volume per year? The turnaround time for invoices is 24 hours, does the vendor need to provide backups with the invoice? Could you please provide the street address and cities for these locations? Main Courthouse Shop N Regional courthouse Midrise Main Library S Regional Courthouse Public Safety Bldg 1 Public Safety Bldg 2 Public Safety Bldg 3 W Regional Courthouse Medical Examiner Booher Bldg. EOC BCGC West Tank 1 BCGC West Tank 2 1200 Garage Gov. Center Central Warehouse NW Regional Library Mental Health N Homeless Shelter Hughes Bldg. African American Library S Regional Maint Ctr Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315

Answer: The previous solicitation was not a bid, but an RFP. Attachment H - Analysis comparison ranking has been provided in Addendum - 1.

Attachment F- Sample Invoice Diesel and Unleaded Gasoline has been provided in Addendum - 1.

Yes, proposals should have separate amounts for transport loads and tank wagon deliveries.

Yes, this is an all or nothing RFP.

Attachments D and G provide delivered volume information.

Yes. Bills of Lading should be received with delivery of product. Quick invoice turn-around facilitates prompt payment from municipalities.

1. Broward Main Courthouse - 201 SE 6th St Fort Lauderdale, 33301
2. N. Regional Courthouse - 1600 W Hillsboro Blvd, Deerfield Beach, 33442
3. Midrise Office Building - 540 SE 3rd Ave. Fort Lauderdale, 33301
4. Main Library - 100 S Andrews Avenue, Fort Lauderdale, 33301
5. S. Regional Courthouse - 3550 Hollywood Blvd., Hollywood, 33021
6. Broward Public Safety Building - 2601 W Broward Blvd., Fort Lauderdale, 33312
7. Broward Public Safety Building - 143 NW 25 Terr., Fort Lauderdale, 33311
8. Broward Public Safety Building - 120 SW 3rd St., Pompano Beach, 33060
9. W. Regional Courthouse - 100 N Pine Island Road, Plantation, 33324
10. Medical Examiner - 5301 SW 31st Ave., Fort Lauderdale, 33312
11. Booher Building - 3275 NW 99th Way, Coral Springs, 33065
12. EOC BCGC - 201 NW 84th Ave., Plantation, 33324
13. Broward Government Center - 115 S Andrews Ave., Fort Lauderdale, 33301
14. Broward Government Center West - 1 N University Dr., Plantation, FL 33324
15. Government Center 1200 Garage - 151 SW 2nd St., Fort Lauderdale, 33301
16 Central Warehouse - 960 NW 38th St. Oakland Park, 33309
17. NW Regional Library - 3151 N University Dr., Coral Springs, 33065
18. N. Homeless Shelter - 1700 NW 30 Ave., Pompano Beach, 33069
19. African American Library - 2650 Sistrunk Blvd., Fort Lauderdale 33311

Asked: 11/22/2021 10:55 AM (ET)

Question: Would the Southeast FL Coop consider extending the due date?

Answer: The deadline has been extended to 12/6/2021.

Asked: 11/19/2021 02:30 PM (ET)

Question: Can you please provide the addresses for the Broward County EOC, West Tank 1 & 2 & Mental Health?

Answer: Broward EOC 201 NW 84th Ave., Plantation, 33324

Asked: 11/19/2021 02:30 PM (ET)

Question: Can you please provide the addresses for Broward County Public Safety Buildings 1, 2 & 4?

Answer: 2601 W Broward Blvd., Fort Lauderdale, 33312 -
701 SW 71st Ave., North Lauderdale, 33068 -
120 SW 3rd St., Pompano Beach, 33060

Asked: 11/19/2021 02:29 PM (ET)

Question: If a split occurs, is the fee to be included in the bid differential pricing or a separate line item on the invoice?

Answer: There shall be no fee for the split.

Asked: 11/19/2021 02:28 PM (ET)

Question: If a split occurs, how many sites are to be split per delivery?

Answer: A maximum of two sites.

Asked: 11/19/2021 02:28 PM (ET)

Question: What percentage of time are deliveries split between multiple locations?

Answer: Less than five percent (5%) of all transport loads are split locations.

Asked: 11/19/2021 02:28 PM (ET)

Question: Are gas and diesel delivered together on the same shipment?

Answer: Yes, about 10% of all transport loads are split product.

Asked: 11/19/2021 02:28 PM (ET)

Question: Would the SE Florida Coop be able to provide historical monthly volume usages by fuel grade?

Answer: Attachment G - Product and Account Gallon Report is included in Addendum - 1.

Asked: 11/19/2021 02:27 PM (ET)

Question: When will the awarded vendor be notified to lock the fixed price?

Answer: The figure for unbranded rack average +/- the differential of the awarded company will be finalized at negotiation.

Asked: 11/19/2021 02:26 PM (ET)

Question: How will the awarded vendor be notified to lock the fixed price?

Answer: The figure for unbranded rack average +/- the differential of the awarded company will be finalized at negotiation.

Asked: 11/19/2021 02:25 PM (ET)

Question: If you were to award/select a fixed price, do you want a “all in” price or just a differential to the NYMEX?

Answer: Taxes will not be included in the proposed differential.

Asked: 11/19/2021 02:25 PM (ET)

Question: Will the above ground tanks require the delivery truck to provide a pump for offloading?

Answer: Yes.

Asked: 11/19/2021 02:25 PM (ET)

Question: Or are wet signatures required for bids to be considered responsive?

Answer: An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP

Asked: 11/19/2021 02:24 PM (ET)

Question: Will bids be considered responsive if electronic signatures are used? (i.e. DocuSign)

Answer: An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP.

Asked: 11/19/2021 02:24 PM (ET)

Question: Who is the current vendor?

Answer: Port Consolidated, Inc.

Asked: 11/19/2021 02:24 PM (ET)

Question: Please provide tax exemptions / certificates.

Answer: As a part of executed individual municipal contracts, the awarded company will receive tax exemption certificates from each of the respective municipalities.

Asked: 11/19/2021 02:24 PM (ET)

Question: Please provide the tabulations for the current contract.

Answer: The Analysis Comparison Ranking and Voting Matrix for E-13-17 are included in Addendum - 1.

Asked: 11/19/2021 02:23 PM (ET)

Question: Can you push this back a week or 2 with the the Thanksgiving Holiday being just before the bid opening?

Answer: The deadline has been extended to 12/6/2021.

Asked: 11/18/2021 11:29 AM (ET)

Question: Can we look at the last weighted tabulations from this bid?

Answer: The Analysis Comparison Ranking and Voting Matrix for E-13-17 are included in Addendum - 1.

Asked: 11/18/2021 11:27 AM (ET)

Question: The due date for submission is the Monday after Thanksgiving. Would you consider moving the submission date a day or two later?

Answer: The deadline has been extended by one week to 12/6/2021.

Asked: 11/8/2021 04:27 PM (ET)

Question: Do any of the sites in need of marine product?

Answer: Marine product is not addressed in this RFP.

Asked: 11/8/2021 04:25 PM (ET)

Question: 13. What is the average delivery size received by each location? 14. Do you have a minimum gallon order quantity? 15. What is the anticipated award date? 16. Is there a local preference for this bid? 17. If yes, how is the local preference calculated into the scoring for award? 18. Will Federal Environmental Recover Fee, Federal LUST, and miscellaneous county taxes / fees be included in price differential or shown as a separate line item on invoice? 19. Are taxes to be included in the differential pricing? 20. What percentage of total volume will be locked under the fixed price agreement? 21. Will the entity lift gallons from the “open market” while also under the locked fixed NYMEX price contract? 22. In light of the current COVID-19 pandemic, will an electronic signature be allowed in this solicitation, or does AISD require a “wet” signature?

Answer: 13. This information is not available.
14. The Alternate Fuels section (Section F-8-c of the solicitation document) is the only section where minimums have been expressly permitted.
15. 1/11/2022 is the tentative award date.
16. There is no local preference for this solicitation.
17. There is no local preference for this solicitation.
18. Taxes will be shown on a separate line item on invoice.
19. No.
20. Upon execution of its individual contract each participating agency will purchase all of its contracted fuel under this agreement.
21. Upon execution of its individual contract each participating agency will purchase all of its contracted fuel under this agreement.
22. An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP.

Asked: 11/8/2021 10:31 AM (ET)

Question: 9. Please provide site delivery addresses for the following 8 locations as they are blank on Attachment B: a. Town of Palm Beach, D-7 Storm Station Australian (DOCKS), Palm Beach. b. City of West Palm Beach: i. Valley Forge Re-Pump ii. Cumberland Re-Pump iii. Kaye St Re-Pump iv. St Mary's Re-Pump v. Ibis Re-Pump vi. Palm Beach Re-Pump vii. Other Fire Stations c. Broward County Sheriff, MM 35 Alligator Alley 10. Please provide tank sizes for the following locations: a. 3201 W Copans Rd, Pompano Beach b. 3201 W Copans Rd Ft. Lauderdale c. 1521 N 14th Ave, Hollywood d. 13900 Pembroke Rd, Miramar e. 3376 Summit Blvd, West Palm Beach f. 4375 Easley Dr, West Palm Beach g. 220 SW 14th Ave, Ft. Lauderdale h. 949 NW 38 St, Ft. Lauderdale 11. Please provide annual volume per site per tank. 12. Please provide the estimated amount on gallons that are expected to be delivered by Transport truck and how many are to be delivered by Tank Wagon?

Answer: 9.

a. There is no physical address [like a building address] because the fuel tank is between the Australian and Peruvian Docks. Google Earth shows the closest address is 378 South Lake Dr.

b.
i-vi. No longer in service. Disregard
vii, 700 N Congress Ave.

10. Tank sizes are stated in Attachment B

c. Correct address is 1621 N 14th Ave.

11. Attachment G - Product and Account Gallon Report will be included in Addendum-1.
12. Transport volume is approximately 75% of the total volume, and Tank Wagon volume is approximately 25% of the total volume.

Asked: 11/8/2021 10:31 AM (ET)

Question: Standard Bid Questions / Clarifications: Mansfield Oil Company of Gainesville, Inc. will be participating in the bidding process of the above-referenced project. To accurately prepare our submission, we need clarification/answers to the following questions: 1. Which OPIS city are vendors to base their price proposal off of? 2. Would all entities need an OPIS subscription? 3. Are there any entities in locked fixed pricing currently? 4. Do you plan to award to one vendor? 5. Do you plan to split the award between multiple vendors? 6. How often are deliveries split between multiple locations? 7. Please provide a current gas and diesel invoice. 8. Please provide a current gas and diesel Bill of Lading.

Answer: 1. Miami
2. Attachment A Section 9 "OPIS MEMBERSHIP" reads as follows:
Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer’s pricing on an as needed basis.
3. Attachment D includes a list of participating agencies who have agreed to purchase fuel under the terms and conditions of the contract resulting from this RFP.
4. Yes the awards for this contract will be to a single vendor.
5. No.
6. Less than five percent (5%) of all transport loads are split locations.
7. Per Addendum - 1, Attachment F has been revised to include bills of lading and invoices for both diesel and unleaded fuel.
8. Per Addendum - 1, Attachment F has been revised to include bills of lading and invoices for both diesel and unleaded fuel.

Asked: 11/8/2021 10:30 AM (ET)

E-03-22 Addendum 1
Port Consolidated, Inc.
Supplier Response

Event Information

Number: E-03-22 Addendum 1
Title: Unleaded Gasoline & Diesel Fuel
Type: Request for Proposals
Issue Date: 10/28/2021
Deadline: 12/6/2021 02:00 PM (ET)
Notes: The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), December 6, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to

https://www.pompanobeachfl.gov/meetings to find the link.

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Port Consolidated, Inc. Information

Contact: Don Carlton
Address: 3141 SE 14th Ave
Fort Lauderdale, FL 33316
Phone: (800) 683-5823
Email: dcarlton@portconsolidated.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Don Carlton
Signature

dcarlton@portconsolidated.com
Email

Submitted at 11/20/2021 10:48:24 AM

Requested Attachments

E-03-22 Proposal

RFP E-03-22 - Port Consolidated 1 of 2.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 100 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Response Attachments

RFP E-03-22 - Port Consolidated 2 of 2.pdf

RFP E-03-22 - Port Consolidated 2 of 2

Bid Attributes

1 Vendor Certification Regarding Scrutinized Companies Lists

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☑ Certified (Certified)

2 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)Indicate yes or no below with the drop down menu.

No

3	**Terms & Conditions** Check the box indicating you agree to the terms and conditions of this solicitation. ☑ Agree (Agree)

4	**Acknowledgement of Addenda** Check this box to acknowledge that you have reviewed all addenda issued for this solicitation. ☑ Yes (Yes)

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E (number), 03-22 Unleaded Gasoline & Diesel Fuel for Southeast Governmental Cooperative Group (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 SE 14th Avenue

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

On behalf of Port Consolidated, I would like to thank the City of Pompano Beach for the opportunity to participate in this RFP. Below you will find our official contact information.

Name of Firm: Port Consolidated
Physical Address: 3141 SE 14th Ave., Ft. Lauderdale, FL 33316
Mailing Address: PO Box 350430, Ft. Lauderdale, FL 3333
Corporate Website: www.portconsolidated.com
Corporate Phone: 800-683-5823
Corporate Fax: 954-527-1191
Point of Contact: Don Carlton, President
E-Mail Address: dcarlton@portconsolidated.com

Per the terms of the RFP, the following is a brief outline of Port Consolidated and its history:

- The company has been marketing petroleum products in Florida since 1967.
- We have locations in Miami, Ft. Lauderdale, Pompano, Riviera Beach, West Palm Beach, Fort Pierce, Fort Myers, Tampa, Orlando, Palatka, Jacksonville, and Fernandina Beach.
- Port Consolidated currently supplies a multitude of municipalities throughout the State of Florida for not only day to day supplies, but hurricane and emergency fuel as well.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.

- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, Metroplex, Colonial, Musket, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.

- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.

- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, the following is a list of key personnel that will be assigned to this account:

- Customer Service – Fay Francisco, Linda Rogers, Jasmin Harris, Kyara Figueroa, Vanessa Burch, – 954-522-1182 – cspev@portconolidated.com
- Billing Inquiries – Kathy Coppola – billingfll@portconsolidated.com
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 800-683-5823 x1017

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
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November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr.English:

Per the terms of the RFP, the following is a brief description of the obligations of the Co-op participants.

1. All Participants' storage tanks must be registered accordingly with all local code enforcement agencies.
2. Participating agencies can order fuel Monday through Friday from 7:30 AM to 5:00 PM.
3. Orders will be accepted via phone, or e-mail. Automatic deliveries and/or weekly top-offs are recommended for tankwagon deliveries.
4. Orders in by 3 PM are guaranteed next day service.
5. Port Consolidated expects Co-op participates to pay within the defined terms of the agreement. Failure to do so may result in refusal of service.
6. Port Consolidated does not have volume purchase requirements for participating agencies. However, if an agency does not purchase product on a regular basis, we cannot guarantee supply during an emergency situation.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
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November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our Contingency Plan of Action.

1. Port Consolidated has contracted with 4 different suppliers in Port Everglades for approximately 5 million gallons per month of diesel and 1 million gallons per month of gasoline.
2. Port Consolidated has contracted with 3 different suppliers in the Port of Tampa and Orlando for approximately 3 million gallons per month of diesel and 375K gallons per month of gasoline.
3. Port Consolidated also has active accounts in Port Everglades with 4 other suppliers.
4. Port Consolidated operates 13 different petroleum storage facilities in Florida that can hold up to 3 million gallons of product.
5. Port Consolidated has more rolling assets than any supplier in the State of Florida. We have the ability to shift those assets from one market to another depending on where the emergency needs arise.
6. Port Consolidated fills any/all petroleum storage available throughout its network prior to any named storm. This storage capacity will allow us continuous operation while the other terminals are not releasing product.
7. Port Consolidated operates 9 offices throughout the State of Florida. We have computer servers stored at a hurricane proof facility in Dade and Broward County. Our office can function from any one of our 9 offices throughout the State.
8. Port Consolidated has a fleet of mobile generators in stock to position at any of our locations that may experience a power outage.

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9. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
10. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 10 simple steps should allow us to function properly throughout a time of crisis.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

RFP E-03-22
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated *monthly* usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99,"Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".
- Bulk Diesel Fuel Exhaust Fluid (DEF)

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily ***OPIS*** price published in the "OPIS Contract Benchmark File" as described herein ***for the date of delivery of product*** to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	$ (+) 0.039	$ (+) 0.189
2	Diesel Fuel #2 Ultra Low Sulfur	$ (+) 0.039	$ (+) 0.189
3	Lump Sum Additional Delivery Charge for Deliveries beyond 30 mile radius of Port Everglades only.	$.Ø /each	$.Ø /each

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period, except as provided below.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30-mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane
3	Ultra Low Sulfur #2 Red Dye Diesel

4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol
7	Bulk Diesel Fuel Exhaust Fluid (DEF)

3. PROPOSER'S COST INCREASES AND SURCHARGES

The City may, in its sole discretion, allow for a temporary surcharge to be added to the differential proposed. If the cost of labor or diesel fuel are affected by extreme or unforeseen volatility in the cost of labor or diesel fuel that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Proposer's control; 2) the volatility affects the marketplace or industry, not just the particular successful Proposer's source of supply and/or labor; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Proposer's continued performance of the Contract would result in substantial loss. Any temporary surcharge would require irrefutable evidence and written approval by the City's Manager or their designee.

The successful Proposer and City shall negotiate a time frame for the temporary surcharge, and reevaluate the need for said surcharge upon the end of the negotiated time frame. Should the unforeseen volatility end, and the costs to the successful Proposer are reduced and no longer result in substantial loss, the temporary surcharge must be terminated. If it is determined that the additional unforeseen costs will not abate for the remaining duration of the contract term, the parties reserve the right to negotiate an amendment to the resulting agreement and the proposed differential.

4. TAXES:

4.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

4.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

5. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

5.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

5.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added.

5.3 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

6. INVOICING

6.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published ***OPIS*** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

7. ORDERING & PAYMENT:

7.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

7.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

7.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

7.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

7.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency
- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

9. OPIS MEMBERSHIP

Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer's pricing on an as needed basis.

10. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

10.1 LEGAL REQUIREMENTS:

A. Compliance with Laws and Codes: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from

responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. **Independent Contractor Relationship:** The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. **Certifications, Licenses and Permits:** Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

11. DELIVERY/RESPONSE TIME:

A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

12. SPILLAGE:

The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, please see below quote for Additional Fuel Products:

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.199	+0.399
4	Biodiesel Fuel B5 **	+0.149	+0.249
5	Biodiesel Fuel B20 **	+0.149	+0.249
6	E85 Fuel Ethanol **	N/A	N/A
7	Bulk DEF	Same price as ULSD w/o tax.	Same price as ULSD w/o tax.
8			
9			
10	Premium UNL 93 Octane E-10	+0.099	+0.199

We will utilize the same OPIS Unbranded Rack Index as outlined in Section 2 of the RFP, "Pricing Methodology".

** Supply for items 4, 5, and 6 is not guaranteed due to market conditions.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Hurricane Supply Program - UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

For those members of the Co-op that may require additional hurricane supply, we are pleased to offer the following program:

1. Members may pre-purchase product in full truck load increments during the months of June, July, or August. Product will be priced using the same OPIS price model used for delivered product.
2. Product will be stored at a designated Port Consolidated facility for an additional fee of $0.59 per gallon. Product will be stored for up to 6 months.
3. Members can elect to take delivery of product at any time. There will be a delivery fee of .049 per gallon.
4. Product needs to be removed from storage and delivered by December 31st.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
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November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our firm's qualifications and experience along with a list of references:

Port Consolidated has been supplying fuel and lubricants throughout the State of Florida since 1967. We own and operate all of our own equipment, never having to rely on common carriers to deliver the products that we sell. Our customer service department, consisting of 15 representatives, is open Monday through Friday, 7:30 AM to 5:00 PM. In addition to that, we have 24 sales representatives out in the field to assist our customers with any/all technical questions.

Please see below a list of local references. We have serviced these entities over the years.

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County Fleet Services – Ross Meslin - 954-357-6492

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Second Amendment to Guaranteed Supply Agreement

This Second Amendment to Guaranteed Supply Agreement ("**Amendment**") is made by and between Port Consolidated, Inc. ("**PCI**"), a Florida corporation whose offices are located at P.O. Box 350430, Fort Lauderdale, FL 33335, and Marathon Petroleum Company LP ("**MPC**"), a Delaware limited partnership whose offices are located at 539 South Main Street, Findlay, Ohio 45840.

WHEREAS, MPC and PCI entered into a certain Guaranteed Supply Agreement dated December 30, 2019, as amended by the First Amendment to Guaranteed Supply Agreement dated October 8, 2020 (the "**Agreement**"), in which MPC agrees to sell and PCI agrees to purchase Products as described in the Agreement; and

WHEREAS, MPC and PCI desire to amend the "Quantity" section of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the foregoing recitals are incorporated herein by reference and as follows:

1. Except for the provisions of the Agreement specifically addressed in this Amendment, all other provisions of the Agreement will remain in full force and effect.

2. Capitalized terms used but not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.

3. The table in Section 3 labeled "Quantity" is hereby deleted in its entirety and replaced with the following table:

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Fort Lauderdale, FL - MPC Eisenhower Terminal Fort Lauderdale, FL - MPC Spangler Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	400,000	1,200,000
Orlando, FL - Kinder Morgan Taft Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	14,000	42,000
Tampa, FL - MPC Terminal Tampa, FL - Buckeye South Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	83,333	250,000
Fort Lauderdale, FL - MPC Eisenhower Terminal	DSL ULSD No 2 Clear DSL ULSD No 2 Dyed	Jan – Apr	500,000	1,500,000
		May	666,667	2,000,000
		June - Sept	916,667	2,750,000
		Oct - Dec	1,000,000	3,000,000
Orlando, FL - Kinder Morgan Taft Terminal	DSL ULSD No 2 Bio 0-5% Clear DSL ULSD No 2 Bio 0-5% Dyed	Jan - May	133,333	400,000
		June - Dec	200,000	600,000
Tampa, FL - MPC Terminal Tampa, FL - Buckeye South Terminal	DSL ULSD No 2 Clear DSL ULSD No 2 Dyed	Jan – Apr	316,667	950,000
		May	483,333	1,450,000
		June - Sept	583,333	1,750,000
		Oct	500,000	1,500,000
		Nov	416,667	1,250,000
		Dec	500,000	1,500,000
Fort Lauderdale, FL - MPC Eisenhower Terminal Fort Lauderdale, FL - MPC Spangler Terminal	90 Recreational	Jan - Dec	56,000	168,000

4. The effective date of this Amendment is January 1, 2021.

5. This Amendment constitutes the entire agreement among the parties regarding this subject matter and may be amended or modified only by a written instrument signed by each of the parties.

6. This Amendment supersedes any other prior agreements or understandings of the parties relating to the subject matter specifically contained herein and the parties are not relying on any statement, representation, promise or inducement not expressly set forth herein.

7. The parties may execute this Amendment electronically with the intent that such electronic signature will have the same effect as a handwritten original signature. By signing electronically, PCI and MPC acknowledge that they have read, understand and hereby agree to be bound by the electronic signatures applied to this Amendment in the same manner as if such parties had signed this Amendment with handwritten original signatures.

Each party is signing this Amendment on the date indicated with its respective signature.

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

By: Eric Fegley
Eric Fegley (Jan 8, 2021 09:24 EST)

Title: Region Manager

Port Consolidated, Inc.

By: Donald R. Carlton Jr.
Donald R. Carlton Jr. (Jan 11, 2021 09:29 EST)

Title: President

PKM RJP ATR
PKM

Approved As To Form

METROPLEX
ENERGY

January 1, 2021

Mr. Don Carlton
President
Port Consolidated Inc.
P.O. Box 350430
Ft. Lauderdale, Florida 33335

Dear Don:

This letter agreement (the "**Agreement**") sets forth the terms pursuant to which Metroplex Energy Inc. ("**MXE**") offers to sell and provide to Port Consolidated ("**Port**"), and pursuant to which Port agrees to purchase, certain Products (as defined below) in the quantities and at the pricing set forth herein. Each of MXE and Port may be referred to individually as a "**Party**" and, collectively, as the "**Parties**".

If the contents of this Agreement accurately state your understanding of the business arrangement contemplated by the Parties herein, please execute and date in the space provided for below. The Parties' mutual execution of this Agreement will constitute the binding agreement of the Parties with respect to the transactions and subject matter contemplated herein.

This Agreement is entered into pursuant to and shall be governed by those certain General Terms and Conditions for Rack Sales attached hereto as **Exhibit A** and incorporated by reference (the "**General Terms and Conditions**"). In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in **Exhibit A**, the terms contained in the body of this Agreement shall control to the extent of such conflict. For the avoidance of doubt, the terms contained in the body of this Agreement shall be considered a "Confirmation" under the General Terms and Conditions and this Confirmation shall document a "Transaction."

TERM:

Table 1

Commencement Date	Expiration Date	Renewal Term Length (if any)
01/01/2021	12/31/2021	12 months

The initial term of this Agreement shall begin on the Commencement Date and end on the Expiration Date set forth in Table 1 (such period, the "**Initial Term**"). After expiration of the Initial Term, this Agreement shall automatically continue for the subsequent periods specified in Table 1 above (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless and until either Party provides the other Party with notice of its intent not to renew the Agreement no later than sixty (60) days' prior to expiration of the Initial Term or the then-current Renewal Term, as applicable.

Sales Terms:

MXE shall sell, and Port shall purchase, the products specified in Table 2 below (the "**Products**"), at the locations and in the quantities, and in accordance with the pricing formula, specified therein.

Table 2

Location	Product	Pricing (per gallon)	Volume (Monthly)
TransMontaigne Pt. Everglades South and/or North	ULSD		See Chart Below
	CONV-87-E10		250,000 Gallons
TransMontaigne and/or Buckeye Tampa/ and/or TransMontaigne Manatee	ULSD		See Chart Below
	REC 90		150,000 Gallons
Kinder Morgan Orlando (Taft)	ULSD		See Chart Below

Location to be determined at seller's discretion

Table 2 – continued -

	TPSI South Main/ North Backup	TPSI Tampa Main/Manatee Backup/ Buckeye Tampa Back Up	Kinder Morgan Main/ Tampa Back Up.
2021	ULSD	ULSD	ULSD
Jan	3,500,000	1,500,000	400,000
Feb	3,500,000	1,500,000	400,000
Mar	4,000,000	1,500,000	400,000
Apr	4,000,000	1,500,000	400,000
May	3,500,000	1,000,000	400,000
Jun	1,750,000	500,000	100,000
Jul	1,750,000	500,000	100,000
Aug	1,750,000	500,000	100,000
Sep	1,750,000	500,000	100,000
Oct	1,750,000	1,000,000	100,000
Nov	1,750,000	1,000,000	100,000
Dec	1,750,000	1,000,000	100,000
	30,750,000	12,000,000	2,700,000

Pricing Indices will be as follows:

- CBOB-83.7
- PBOB-91.4 :
- Ethanol
- D6 CY RIN
- ULSD =
- Gallons will be billed off Net

Saturday, Sunday and Monday lifting's will be priced the same. Daily pricing will run Midnight to Midnight.

SPECIFICATIONS: All Products shall comply with the Kinder Morgan CFPL specifications in Florida.

RATABILITY: Port's obligation to buy and take delivery of product hereunder shall be subject to the daily and monthly tolerances specified in Table 3 below. For the avoidance of doubt, MXE shall have no obligation to sell or deliver to Port any amount in excess of the daily tolerances or monthly tolerances specified in Table 3.

Table 3

Product	Daily Tolerances	Monthly Tolerances
ULSD and All Gas Products	+/- 20%	+15% -10%

The Daily Tolerance percentage shall be based on an expected daily volume calculated as follows: [Monthly Volume x 12] ÷ 365

AVAILABILITY: If for any reason Port, fails to take on schedule, delivery of eighty-five percent (85%) of its aggregate monthly minimum loading quantity for in any month, MXE, at its discretion and without prejudice to any other rights or remedies which Port may have, will be entitled to invoice Port and Port will pay, as liquidated damages an amount equal to $.0200 multiplied by the difference between the volume of product delivered in the applicable month and ninety percent (90%) of the committed volume for such product (in gallons); provided however the product was reasonably available to Port.

Metroplex Energy appreciates your business and looks forward to a continued and mutually-beneficial business relationship. If you agree to the terms contained in this Agreement, please indicate your acceptance by countersigning below.

Sincerely,

Michael A. Smith
Executive Director Marketing
Metroplex Energy, Inc.

FUEL PURCHASER AGREEMENT

THIS FUEL PURCHASER AGREEMENT (the "Agreement") is entered into this 26th day of October, 2021 by and between PORT CONSOLIDATED. ("Fuel Purchaser"), and MUSKET CORPORATION, an Oklahoma corporation ("Musket").

A. Musket, among other things, is in the business of selling and transporting petroleum products and fuel; and

B. Fuel Purchaser desires to buy and Musket desires to sell the products described herein to Fuel Purchaser all under the terms and conditions set forth herein.

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Musket and Fuel Purchaser hereby agree as follows:

Fuel Purchaser Contact Person: Don Carlton
Email address: dcarlton@portconsolidated.com
Mobile Phone No.: (954)-275-1967
Address: 3141 SE 14 Ave. Fort Lauderdale, FL. 33316

COMMERCIAL TERMS

Site	Product	Monthly Volume	Pricing
Transmontaigne/Metropl ex Terminal – Tampa T-59-FL-2101- TransMontaigne - Tampa	No2 ULSD	500,000 Gallons	
Motiva Terminal – Port Everglades T-65-FL-2452-Motiva Enterprises LLC	No2 ULSD	500,000 Gallons	

Any change of pipeline rates, additive costs or fees, will result in a change to the Platt's add-on rate at the delivery point.

TERM OF AGREEMENT: December 1st, 2021 through November 30th, 2022 (the "Term")

PAYMENT TERMS: EFT NET 10 Days from date of invoice

EFFECTIVE DATE: The "Effective Date" of this Agreement shall be the date first set forth above, notwithstanding the date of execution by the parties; provided, however, that deliveries of Product hereunder shall not commence until the later to occur of the following: (a) the date a Product order is placed by Fuel Purchaser, or (b) the first date of the Term (stated above).

ACKNOWLEDGEMENT: Fuel Purchasers affirms that they have read and agree to the terms listed herein will serve as general terms to future fuel sales and Fuel Purchaser acknowledges that he has had a reasonable opportunity to read and has read and understood the terms and conditions of this Agreement.

ENTIRE AGREEMENT: This Agreement and the Provisions of Agreement attached hereto constitute the entire agreement between the parties relating to the subject matter hereof and can only be revised or amended in writing, signed by both parties.

[SIGNATURES TO FOLLOW]

EXECUTED by the parties to be effective as of the Effective Date.

Fuel Purchaser

By: _____

Its: President

Date: 11-18, 2021

Musket Corporation,
An Oklahoma Corporation

By: _____

Its: Vice President

Date: _____, 2021

PROVISIONS OF AGREEMENT

The Commercial Terms and these Provisions of Agreement are collectively referred to as the "Agreement". This Agreement shall control over any purchase order, delivery sheet or other document used by Fuel Purchaser, regardless of whether or not such document is signed by an employee of Musket Corporation.

1. **PRICE ADJUSTMENTS.** In the event fuel prices are to be determined by reference to an index, the price for each product shall be that first published on the date of delivery. Fuel Purchaser acknowledges that the prices of product sold under this Agreement, if stated in a dollar and cents figure, are based upon consideration of several factors and, as such, are subject to increase or decrease by Seller, in its sole discretion, at any time during the Term of this Agreement, without prior written notice to Fuel Purchaser. If such Product Distribution Costs change over the life of this Agreement, Musket, in its sole discretion, at any time during the Term of this Agreement, with prior written notice to Fuel Purchaser may change the Differential used in calculating the price to reflect the changes in the Product Distribution Costs. In the event any increase in price is unacceptable to Fuel Purchaser, Fuel Purchaser may elect to *immediately* discontinue future purchases hereunder, *only as to the product or products for which the price was increased*; provided that, Fuel Purchaser timely makes such election in accordance with any requirement of Musket in such regard, it being understood that Fuel Purchaser may discontinue the purchase of other products hereunder and/or terminate this Agreement only upon thirty (30) days prior written notice to Seller.

2. **TAXES.** Fuel Purchaser shall be responsible for any and all taxes arising from or related to the transactions contemplated by this Agreement, including but not limited to, all domestic and foreign taxes and duties now or hereafter imposed directly or indirectly: (i) on fuel products purchased by Fuel Purchaser hereunder and (ii) on the production, manufacture, transportation, purchase, sale, use or handling of such fuel products, of any material contained in such fuel products, or of any material from which such fuel products are wholly or partly refined or manufactured. Upon receipt of any invoice, bill or assessment related to such taxes or duties, Fuel Purchaser shall promptly and timely pay the same.

3. **INDEMNITY.** To the extent permitted by applicable law, Fuel Purchaser hereby agrees to defend, indemnify and hold harmless Musket, its parent, subsidiaries, affiliates and related companies, and the partners, officers, directors, members, employees and representatives of any of the foregoing, from and against any and all liabilities, claims, liens, damages, fines or penalties, losses, judgments, costs and expenses (including attorneys fees and court costs), of whatever kind or nature and in any manner directly or indirectly arising out of, in connection with or resulting from (i) any breach of this Agreement or the performance of its obligations under this Agreement by Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, (ii) the negligence (whether active or passive) of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, and (iii) the willful misconduct of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, it being understood that Fuel Purchaser's obligations hereunder shall not apply to liabilities caused by the sole or gross negligence or willful misconduct of the indemnified party. Musket may participate in any investigation or defense of any claim or action hereunder and may, at its option, notwithstanding the foregoing indemnity, elect to conduct any investigation or litigation

regarding a claim for which it is indemnified hereunder through counsel of its own choosing and expense. This indemnification shall survive the expiration or termination of this Agreement.

4. **MANNER OF PAYMENT; DEFAULT IN PAYMENT.** All payments hereunder shall be made by Fuel Purchaser in U.S. dollars, without discount, deduction or offset of any kind, and in accordance with the other terms of this Agreement. If at any time, in Musket's opinion, Fuel Purchaser's creditworthiness becomes impaired or otherwise unsatisfactory, Musket may require that Fuel Purchaser (i) make only cash payments for products hereunder and/or (ii) provide such security, as Musket determines necessary or desirable, for Fuel Purchaser's payment and performance under this Agreement. Upon Fuel Purchaser's failure to timely pay any amount due to Musket hereunder, such amount shall (i) accrue interest at the rate of eighteen percent (18%) per annum and (ii) be subject to a late charge equal to ten percent (10%) of the outstanding sum due. The accrual of interest on such amounts and such late charge shall not prejudice any other remedies available to Musket under this Agreement or applicable law.

5. **TERMINAL ACCESS.** Musket shall provide to Fuel Purchaser such keys, cards, or identification numbers (each an "Access Item"), as may be necessary, from time to time, to enable Fuel Purchaser to enter Musket's terminal or to load product at any such terminal. Access Items shall be used only by Fuel Purchaser and its authorized employees or representatives, as permitted by Musket. Fuel Purchaser shall reimburse Musket for (i) any costs incurred by Musket in replacing any Access Item and/or securing any terminal of Musket after Fuel Purchaser's loss of an Access Item and (ii) any loss, cost or expense arising from or related to Fuel Purchaser's loss of any Access Item or the unauthorized use of an Access Item provided to Fuel Purchaser. Fuel Purchaser shall not permit any Access Item to be duplicated without Musket's prior written consent and all Access Items shall be immediately returned to Musket upon termination of this Agreement.

6. **DELIVERY.** Unless otherwise agreed in writing by the parties, delivery of product to Fuel Purchaser shall be deemed complete when products, properly consigned, are placed free on board ("FOB") tank cars, transport trucks, tank wagons, or other vehicles. If Musket is to deliver product at Fuel Purchaser's location, Fuel Purchaser hereby authorizes any janitor, superintendent, caretaker or other purported agent of Fuel Purchaser at such location to sign receipts for deliveries on its behalf. Such signed receipts shall be binding upon Fuel Purchaser and may be relied upon by Musket. Fuel Purchaser shall provide Musket with all necessary access to such delivery location and all necessary hose connections, without delay. In the event Musket delivers product to Fuel Purchaser hereunder in carload, transport truck or tankwagon lots, such delivery shall be deemed in compliance with this Agreement if the actual volume of product delivered is within ten percent (10%) of that required hereunder for such delivery. In any event, Fuel Purchaser shall be charged only for the actual volume of product delivered.

7. **ACCESSORIAL AND OTHER CHARGES.**

7.1 Tank Cars. The party responsible for transloading fuel product purchased hereunder (whether conducted by such party or at its direction) shall be solely responsible for any and all destination rail carrier accessorial charges for any fuel shipment hereunder. Additionally, if Fuel Purchaser (or a third party at its direction) is responsible for transloading and fails to offload a Musket owned or leased tank car and release the same to the rail carrier within three (3) days of carrier placement or a constructive placement event, Fuel Purchaser shall be assessed a charge equal to $25.00 per day / per car for each day a car is detained beyond such three (3) day period, with such charges to be paid to Musket on demand.

7.2 Trucks. Prices of fuel product under this Agreement are based on product offloading times not exceeding one (1) hour per full truckload, commencing at the time any such truck arrives at the offloading destination. In this regard, if Fuel Purchaser fails to unload any truck within such one (1) hour period, Fuel Purchaser shall be responsible for any additional expense or charges incurred by Musket as a result of such detention beyond such hour.

7.3 Terminal and Tariff Increases. Fuel Purchaser shall reimburse Musket for cost increases or additional charges arising from the applicable terminals, racks or increased tariffs. Fuel Purchaser shall promptly reimburse Musket or pay directly (as the case may be) any charges for which it is responsible hereunder upon receipt of an invoice or demand therefore. In no event shall Fuel Purchaser be entitled to deduct or offset any amounts due Musket hereunder.

8. RATABLE LIFTING. If the term of this Agreement extends beyond one (1) calendar month, the following shall apply:
Lifting; Volume Tolerance: Fuel Purchaser shall lift ninety percent (90%) percent (but in no event more than one-hundred and ten percent (110%)), of the aggregate total monthly contract volumes ("MCV") of fuel purchased under this Agreement by the end of each calendar month, on a ratable basis (*i.e.* with the monthly volume being lifted in approximately equal amounts each day of a calendar month, as practical). Should Fuel Purchaser not lift at least ninety percent (90%) of the aggregate total MCV for any calendar month, Fuel Purchase shall be charged the price described herein for each gallon of fuel below ninety percent (90%) of the MCV. Upon the expiration this Agreement, if Fuel Purchaser has not lifted ninety percent (90%) of the aggregate total quantity of fuel under this Agreement, Fuel Purchaser shall remain responsible for all unlifted gallons and will charged the price stated herein for each such gallon.

9. CAPACITY – ABILITY TO PERFORM. If Musket determines, in its sole discretion, that its ability to perform under this Agreement is significantly impaired or impractical, as to one or more products, for any reason whatsoever, upon written notice to Fuel Purchaser, Musket shall be relieved of any and all obligations hereunder (as to such product or products). In such event, Musket shall not be liable for any claims, damages or liabilities resulting from or in any way related to a delay in delivery, or non-delivery, of product to Fuel Purchaser. Nothing in this Section 10 shall be construed to extend the Term of this Agreement or to relieve Fuel Purchaser of its obligation to (i) pay for product actually delivered or (ii) otherwise perform under this Agreement.

10. FORCE MAJEURE. Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond such non-performing party's reasonable control, including, but not limited to, Acts of God, natural disaster or severe weather conditions, war, strikes, riots, picketing or other labor troubles or disputes, malicious mischief, civil commotion, the inability to procure materials, shortages, government restrictions, performance failures of third parties upon which the non-performing party relies in its performance hereunder, and the total or partial failure of transportation facilities customarily available to such non-performing party shall not be deemed a breach of this Agreement.

11. LIMITED WARRANTY AND LIMITATION OF DAMAGES. BEYOND THE BASIC DESCRIPTION OF THE PRODUCT BEING SOLD TO FUEL PURCHASER UNDER THIS AGREEMENT, MUSKET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, CONDITION, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT BY OR ANY OTHER MATTER RELATING TO THE PRODUCT. FUEL PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE REPLACEMENT OF THE NONCONFORMING PRODUCT. IN ANY EVENT, MUSKET

SHALL NOT HAVE ANY RESPONSIBILITY TO FUEL PURCHASER FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS OR ANTICIPATED PROFITS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, PURCHASE, USE, PERFORMANCE OR NONCONFORMANCE OF PRODUCT HEREUNDER. TO THE EXTENT PERMITTED BY LAW, THIS DISCLAIMER OF LIABILITY WILL NOT BE AFFECTED OR IMPAIRED IF THE REMEDY PROVIDED HEREUNDER SHALL FAIL OF ITS ESSENTIAL PURPOSE.

12. CLAIMS; REQUIRED NOTICE. Fuel Purchaser must notify Musket in writing of any claim for breach of the limited warranty provided in this Agreement within two (2) business days after delivery of the product at issue, it being agreed that Fuel Purchaser's failure to provide timely written notice shall constitute Fuel Purchaser's waiver of any such claim. Fuel Purchaser shall allow Musket reasonable opportunity to inspect the product at issue; provided that, if delivery of product is made in equipment furnished by Musket, notice of any claim and the reasonable opportunity to inspect shall be given prior to such product being unloaded. Fuel Purchaser shall immediately notify Musket in writing if any equipment used to deliver product is leaking or is otherwise not in good condition and repair.

13. FUEL PURCHASER'S INSURANCE. If Fuel Purchaser, its agents, employees or contractors, will at any time during the Term of this Agreement pick up product purchased hereunder at any terminal, transload site, or other premises owned, leased or operated by Musket, Fuel Purchaser shall procure and maintain in full force and effect during the Term, the following policies of insurance:

Commercial General Liability Insurance (including blanket contractual liability), insuring Fuel Purchaser against any liability for injury or death to a person or persons, and for damage to or destruction of property occasioned by or arising out of or in connection with Fuel Purchaser's performance under this Agreement, with a combined single limit of not less than $5,000,000.00 per occurrence and in the aggregate.

Workers' Compensation Insurance for each of Fuel Purchaser's employees performing under this Agreement, with coverage in accordance with applicable statutory requirements and

Employer's Liability Insurance with limits of not less than $1,000,000.00 per accident or illness.

Business Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with Fuel Purchaser's performance under this Agreement, with a combined single limit of not less than $1,000,000.00 per occurrence and Supplemental Environmental

Automobile Liability ("SEAL") Insurance covering losses resulting from claims for bodily injury, property damage or clean-up costs caused by a pollution release from transported cargo, regardless of the location of such occurrence.

Each policy required hereunder (i) shall be carried with a reputable insurance carrier licensed to do business in the states in which the terminals, transload sites or other premises at which product is being picked-up by Fuel Purchaser are located, (ii) shall include waiver of subrogation in favor of Musket, (iii) shall apply as primary insurance without contribution from any other insurance or self-insurance programs afforded to or maintained by Fuel Purchaser (and shall not require the exhaustion of coverage), and (iv) shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in limits except after thirty (30) days prior written notice to Musket. All general liability or property damage insurance shall name Musket as an additional insured, with proceeds payable first to Musket to the extent of liability, if any, and the balance to

Fuel Purchaser. The proceeds of fire, theft or other casualty insurance shall be payable to Musket, as loss payee, with respect to the loss suffered thereby. Fuel Purchaser shall furnish Musket with certificates of insurance and original endorsements affecting coverage required by this Section 13 prior to performing hereunder and, from time to time, as applicable, certificates evidencing renewal of such policies no less than thirty (30) days prior to the expiration thereof. Musket shall have no duty to examine any certificate or other evidence of insurance or to advise Fuel Purchaser in the event that any insurance is not in compliance with this Section 13. That notwithstanding, should Fuel Purchaser fail to obtain any insurance policy required to be obtained hereunder, or furnish proof thereof, Musket may (but shall have no obligation to) obtain such insurance, at Fuel Purchaser's expense and Fuel Purchaser shall reimburse Musket for the same on demand. All such sums not paid to Musket within ten (10) days of demand therefore shall accrue interest at the rate of eighteen percent (18%) per annum until paid in full, it being understood that accrual of interest on such amounts shall not prejudice any other remedies which may be available to Musket. Self-insured retentions, if any, shall not exceed Five Thousand Dollars ($5,000.00), unless a larger amount is approved by Musket, in its sole discretion. That notwithstanding, in all instances of self-insured retention in excess of Five Thousand Dollars ($5,000.00), Fuel Purchaser shall furnish to Musket a certificate of excess liability coverage. Insurance coverage required under this Agreement shall be additional security for the obligations assumed by Fuel Purchaser hereunder and in no event shall the types of insurance or limits of coverage required hereunder be deemed to limit any obligation or liability assumed under this Agreement.

14. NOTICE. All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail, return receipt requested, postage prepaid, (ii) facsimile or (iii) nationally recognized overnight courier service, addressed to the respective party as set forth on the first page of the Agreement (unless written notice of change thereof is provided). Notice shall be deemed given on the earlier of (i) actual receipt, (ii) three (3) business days after deposit in the U.S. Mail, (iii) the date of facsimile delivery/receipt confirmation, or (iv) the first business day after deposit with an overnight courier. Any notice or communication not received because of change of address, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received on the date of attempted personal delivery or on the date, as indicated above, for other permitted methods of delivery.

15. MISCELLANEOUS. This Agreement and the legal relations between the parties shall be governed by the laws of the State of Texas without giving effect to any conflict of law provision (whether of the State of Texas or any other jurisdiction) that would cause the application of the law of any other jurisdiction. No waiver by Musket of any breach or default of any provision of this Agreement shall waive any subsequent breach or default of the same or any other provision. Fuel Purchaser may assign its rights under this Agreement only upon the prior written approval of Musket and, notwithstanding any such assignment, Fuel Purchaser shall not be released from its obligations hereunder, absent Musket's written agreement to the contrary. This Agreement may be executed in one or more counterparts, and by facsimile, all of which counterparts shall be considered one and the same agreement. In any action to enforce or defend this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs associated therewith.

Chevron

Our Family of Brands

Product Sales Contract
(Reseller)

This contract is dated **August 26, 2021**, and is between **Chevron Products Company**, a division of Chevron U.S.A. Inc. ("Seller"), and **PORT CONSOLIDATED INC** ("Buyer").

Seller and Buyer agree as follows.

1. TERM. The term of this contract shall commence on **September 01, 2021**, and shall end on **August 31, 2022**, unless sooner terminated by either party in accordance with the provisions of this contract.

2. PRODUCTS AND QUANTITIES. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of fuel specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.

3. PRODUCT QUALITY. The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.

4. PRICE. The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).

5. PAYMENT AND FINANCIAL RESPONSIBILITY. Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

   Buyer shall, except at Seller's option, pay Seller cash before delivery for products purchased hereunder.

   Buyer acknowledges the importance of payment within the terms specified when credit is extended and agrees that past due amounts shall bear interest at the rate of 18% per year or the maximum rate permitted by the state of Buyer's address for notices as specified in Exhibit A of this contract, whichever is less. If Buyer fails to make payment within the specified terms, such failure shall, at Sellers's option, be deemed a breach of this entire contract and, in addition to such other remedies as it may have, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment (including payment of all amounts then outstanding for products delivered by Seller to Buyer hereunder) is received, or to terminate this contract. The acceptance of any payment by Seller after the due date shall not waive any of Seller's rights hereunder nor shall such withholding of deliveries or termination of this contract affect any obligation of Buyer hereunder. If credit is extended to Buyer by Seller, the buyer shall periodically provide to (Chevron) that financial information or security deemed

necessary by (Chevron) to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to (Chevron) in the sole judgment of (Chevron), advance cash payment or security satisfactory to (Chevron) shall be given by the buyer on demand by (Chevron) and shipments/deliveries may be withheld until such payment or security is received.

Seller's terms of payment are subject to change without notice at the discretion of Seller.

6. TAXES. Any tax, duty, toll, fee, impost, charge, exaction, or other obligation, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied, assessed, or required by any governmental authority upon, measured by, incident or related to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract, shall, if collectible, payable, accountable, managed, or administered by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.

7. DELIVERIES. Diesel fuel deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A. Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition, that vehicles are in compliance with all applicable terminal procedures, policies, rules or requirements in effect at the time of delivery, and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable policies, procedures, rules and requirements as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.

8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.

9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply/demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.

10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligations under this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer),

directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract, or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.

12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:
    - "Seller and its affiliates" means Seller, its divisional parent company Chevron U.S.A. Inc., and the subsidiary and affiliated companies of each of them.
    - "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
    - "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
    - Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
    - "A or B" means "A or B or both."

13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California, or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).

14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.

15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.

16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.

17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.

18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

19. NOTICES. Notices to be given under this contract shall be in writing and delivered by mail, in person, or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.

20. TERMINATION. Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.

21. WARRANTY. Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

22. DISCRETIONARY SALES. Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

Chevron Products Company,
a division of Chevron U.S.A. Inc.

By: _____

Thanh Nhan Nguyen Attorney in Fact

Buyer

PORT CONSOLIDATED INC

By: _____

Title: President

Donald R. Coulton Jr.

Chevron

TEXACO Chevron CALTEX
Our Family of Brands

EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear ($/gal)	DIFF Dyed ($/gal)
1021	FT LAUDERDALE FL TRM CHEVRON	Truck Rack	CALCO (Unbranded) ULS CONV DF2	300,000	330,000		1		
1107	ORLANDO FL TRM KINDER MORGAN	Truck Rack	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	250,000	275,000		1		
1022	TAMPA FL TRM CHEVRON	Truck Rack	CALCO (Unbranded) ULS CONV DF2	150,000	165,000		1		

Pricing Provisions:

1. The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using prior day pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.

   For Platt's or OPIS spot market based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open. For OPIS Rack based pricing whereby OPIS generally posts a quote value Monday – Saturday including most holidays, Chevron will not update the OPIS rack quote value on Saturdays and the following holidays:

   New Year's Day (observed)
   Memorial Day
   Independence Day (observed)
   Labor Day
   Thanksgiving Day
   Christmas Day (observed)

   The quote value used for pricing based on these dates will be the quote from the prior weekday.

Notice Addresses:

Seller:
Chevron Products Company
Attn: Shari Ruelas, CP Americas General Manager
1500 Louisiana Street
Houston, TX 77002

Tel: (832) 854-2587

Buyer:
PORT CONSOLIDATED INC
Attn: Don Carlton
3141 SE 14TH AVENUE
FT. LAUDERDALE, FL 33316
US

Tel: (800) 683-5823 xt 233

FLORIDA

Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
12/18/20

CONSOLIDATE OIL
PORT CONSOLIDATED INC
PO BOX 350430
FORT LAUDERDALE FL 33335-0430

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.

FLORIDA

Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
12/18/20

License Number: 795718
FEIN Number: 59-1173292

Expiration Date: 12/31/2021

License Activity: Pollutants-Producer
Wholesaler
Importer
Carrier
Exporter

CONSOLIDATE OIL
PORT CONSOLIDATED INC
PO BOX 350430
FORT LAUDERDALE FL 33335-0430

License is Not Transferable – It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.

Location:

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Please be advised. For those municipalities that wish to haul their own product, Port will deduct $0.01 per gallon from the standard delivered transport offering.

Port Consolidated also has the ability to arrange for "Fixed Price" fuel contracts. These programs will allow municipalities to budget their fuel costs without having to combat day to day market volatility.

Please see the attached "Fixed Price" Supply Agreement. Pricing or quotes for such programs change by the minute. We would prefer to quote accordingly if and when the need arises.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Port Consolidated
3141 SE 14th Ave.
Fort Lauderdale, FL 33335

Exhibit A

Petroleum Product
Sales/Purchase Agreement

SUBJECT TO THE TERMS AND CONDITIONS OF THIS SALES/PURCHASE AGREEMENT, BUYER AGREES TO PURCHASE AND SELLER AGREES TO SELL AND DELIVER THE FOLLOWING PRODUCT(S) AT THE PRICE(S) AND IN THE QUANTITIES (TO BE PULLED RATABLY THROUGHOUT THE DELIVERY PERIOD) AS SET FORTH IN THIS AGREEMENT.

ACCEPTED AND AGREED TO ON

Buyer:	**Seller: PORT CONSOLIDATED**
Attn:	Attn: JOSEPH R. SISKA
Title:	Title: CFO / TREASURE
Phone:	Phone: 954-522-1182 x233
Fax:	Fax: 954-527-1191
By: _____	By: _____
Print Name:	Print Name: Donald Carlton, Jr.
Title: Owner	Title: President

1. F.O.B. Delivery Point(s)	Monthly Gallons	Product

2. Payment Terms: Payment Net 15 Days from date of bill of lading. All payments shall be made in US Dollars. Volume shall be determined solely by the terminal net bill of lading or certified meter reading.

3. Term: The Term of this Agreement shall be for a period of _____months, beginning on _____ and ending on _____.

4. Price:

5. Credit: Upon request Buyer will promptly furnish to Seller financial statements, references from banks and trade organizations and any other information requested by Seller. Buyer represents and warrants that all financial statements or similar documents provided by Buyer to Seller (previously or hereafter) (i) do or will fairly present in all material respects Buyer's financial condition as of the date of such documents; (ii) have been prepared in accordance with U.S. generally accepted accounting principles and (iii) if audited, have been certified without reservation by a firm of independent public accountants. Seller shall determine a credit limit ("Credit Limit") for Buyer. Buyer agrees that it shall not contract for Product(s) in excess of its Credit Limit. Buyer shall have the right to contract for amounts reflecting the difference between the Credit Limit and any amounts due and owing to Seller. Seller in its discretion may require Buyer to make a good faith deposit at initiation of this Agreement to secure Buyer's performance. [Alternative: Seller in its discretion may require Buyer to make several deposits on demand during the Term of the Agreement to secure Buyer's performance.] Such deposit(s) will constitute credit against future delivery and may be applied against one or more invoices (exclusive of taxes) in Seller's discretion. Seller has the right to use any deposit(s) to set off against any obligations of this Agreement in the event Buyer defaults, becomes insolvent or files for bankruptcy.

6. Taxes/Fees: Buyer acknowledges that taxes and fees are not included in the price set forth above, shall be billed as a separate line item and are subject to change from time to time without notice. Buyer further acknowledges that it is responsible for paying on demand any and all (a) costs and expenses for transportation from the designated supply point(s) set forth herein and (b) taxes, duties, charges, assessments and fees (including without limitation superfund and environmental fees) imposed, directly or indirectly, now or hereafter on, against, in respect of, or measured by the Product(s), or any material contained in the Product(s), or related to inspection, production, manufacture, sale, use, purchase, storage, transportation, delivery, or

other handling of the Product(s) or material contained in the Product(s), or any feature thereof, or otherwise relating to this Agreement. The parties specifically agree that the preceding sentence shall apply regardless of any other term or condition contained herein or any other agreement between the parties. Should Buyer claim exemption from any taxes, Seller is under no obligation to verify such status and Buyer shall indemnify Seller pursuant to Paragraph 15 in the event Buyer is or was not exempt from such taxes.

7. Specification: Per Seller specifications.

8. Quantity/Volume: Buyer shall purchase 100% of Monthly Gallons per each Delivery Point. Buyer is required to lift Product(s) ratably on a weekly basis at all Delivery Points.

9. Ratable Usage: During each calendar month of this Agreement, Buyer is required to lift each Product on a ratable basis by the week at any or all of the delivery points. The weekly ratable volume for each Product by delivery point is 7/30 of the maximum monthly volume (defined as one twelfth of Purchaser's yearly commitment or otherwise computed on a pro rata basis based on the number of months of this Agreement) specified for each delivery point.

10. Default and Remedies: For the purposes of this Agreement, Buyer's default includes (a) the making of any false or misleading representation in this Agreement and (b) the failure to observe or comply with any provision or covenant in this Agreement. In the event of Buyer's default, Seller may seek all legal and equitable remedies, including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code. Seller may also seek its attorneys' fees, costs and expenses incurred in connection with Buyer's default. In addition, in the event that any invoice is not paid when due or Buyer takes delivery in violation of Buyer's Credit Limit, Seller may at its option (i) suspend or condition further deliveries or (ii) terminate this Agreement, without notice or demand, and all unpaid balances shall be immediately due and payable. In the event Buyer fails to take delivery of any portion of any Product(s) during the Term, including non-delivery as a result of Buyer's default, Buyer agrees to pay Seller immediately Seller's lost profits on the undelivered quantity of Product(s). All amounts not paid when due shall bear interest at __% per annum and shall be payable with all costs of collection, including, without limitation, Seller's attorneys fees, costs and expenses. Upon the occurrence of any default, Seller may set off against the indebtedness of any amounts owing by Seller to Buyer, whether or not those amounts are immediately payable. Seller shall have the right to require the Buyer to take possession of the Product with or without demand and with or without process of law and the right to sell or dispose of the Product.

11. Notices: Any notice, request or other communication required or permitted by or pertaining to this Agreement ("Notices") shall be in writing and issued to the addresses as listed above. Notices shall be delivered by (a) by a nationally recognized courier or messenger service with confirmed delivery, (b) personal service or (c) first class mail prepaid. Notice using the methods set forth in (a) or (b) shall be deemed effective if delivered between 9AM (EST) and 5PM (EST) ("Business Hours") on a day on which commercial banks are open for business ("Business Day"); any notices delivered after Business Hours or on a non-Business Day shall be deemed delivered as of 9AM (EST) on the first succeeding Business Day. Notices by first class prepaid mail shall be deemed received 5 calendar days after mailing. Refusal by a party to accept notice shall not affect its validity.

12. Allocation: Seller, in its sole discretion, may decide to allocate or limit quantities of Product(s) available for sale. In such instance, Seller shall exercise reasonable efforts to provide all of its buyers with allocations of Product(s) reflecting amounts purchased previously on a regular basis prior to allocating any Product(s) to non guaranteed quantity purchase customers and/or new customers.

13. Over Lifting: For purchases of Product(s) exceeding the amounts set forth in Section 1 above, the Buyer shall be charged in accordance with current Port Consolidated delivered prices.

14. Non-Reliance: Buyer represents that is entering into this Agreement as a principal (rather than as agent of any person or entity) and has made its own independent decisions to enter into this Agreement. Buyer is not relying on any communication (written or oral) of Seller as a recommendation to enter into this Agreement. Buyer is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

15. Warranties: Seller warrants that Product(s) delivered to Buyer will conform to the description(s) set forth on page 1 of this Agreement. This is Seller's sole warranty. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCT(S) PURCHASED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SPECIFICALLY EXCLUDED.**

16. LIMITATION OF LIABILITY: SELLER DISCLAIMS AND BUYER HOLDS SELLER HARMLESS FROM AND AGAINST ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OF LIABILITY ARISING FROM USE OF THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Seller shall not be liable for damages, whether arising from performance of Seller's obligations under this Agreement, tort (negligence), or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all liability, losses, damages, costs, claims, lawsuits, judgments, settlements and expenses, including without limitation, reasonable attorneys fees, costs and expenses arising or related to this Agreement or Seller's performance under this Agreement. Buyer assumes all risk and liability for and shall indemnify and hold Seller harmless from and against any and all loss, damage or injury to persons or property (whether to Buyer or third parties) arising out of the ownership, use, custody, control or disposition of the Product(s) by Buyer, its agents and employees or by any third parties.

17. Risk of Loss and Title: Identification of the Product(s) shall occur the Agreement is effective. Risk of loss passes to Buyer on identification. Title of the Product(s) shall pass to Buyer on physical possession.

18. Defects: Buyer shall within 2 days advise Seller of any alleged defect or failure to conform with specifications. If the parties agree that the Seller is responsible, at Seller's option (a) the defective Product(s) shall be returned at Buyer's expense, properly safeguarded against normal transit

risks as required by Seller, for replacement by Seller or (b) the parties shall negotiate a mutually acceptable amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Buyer's failure to notify Seller of any alleged defect or failure to meet specification within 2 days shall constitute a complete waiver of any claim with respect to defects or failure to conform and Buyer's release and covenant not to sue Seller with respect to any such claim.

19. Acceptance: Buyer's acceptance of delivery of Product(s) shall constitute irrefutable evidence of its agreement to the terms and conditions set forth herein.

20. Responsibility to Warn and Report: Buyer assumes all responsibility for (a) warning and protecting its personnel and any third parties of all hazards to persons and property related to the Product(s) and (b) complying with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 USC Sections 11001-11049 resulting from the presence of chemicals under this Agreement.

21. Applicable Law/Forum/Jury Waiver: This Agreement is governed by and shall be construed under the laws of the State of Florida without reference to conflicts of laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings") each Party irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court located in Broward County; (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, (c) waives any claim that such Proceedings have been brought in an inconvenient forum and (d) further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. INSOFAR AS PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT. The prevailing party in any litigation between the parties shall be entitled to recover reasonable costs including external attorneys fees.

22. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

23. Assignment: Neither Party shall assign this Agreement without the consent of the other Party hereto. Any such attempt to assign this Agreement shall be null and void. Nothing herein shall confer or is intended to confer on any person or entity which is not a party to this Agreement any rights or benefits under this Agreement.

24. Amendment: This Agreement shall not be modified or amended, except by written instrument duly executed by officers or other duly authorized representatives of the respective Parties. Notwithstanding the foregoing, Buyer agrees that Seller may modify the terms of this Agreement at any time to comply with changes in applicable law. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meanings of these terms and conditions. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Buyer's purchase order, confirmation, acknowledgement form or other document issued by the Buyer that conflict with this Agreement or increase Seller's obligations are rejected and shall not be binding on Seller unless expressly accepted by Seller in writing.

25. Severability: Any provision hereof which is legally unenforceable shall be ineffective only to the extent of such unenforceability without thereby invalidating the remaining provisions hereof or affecting the validity of enforceability of this Agreement as a whole.

26. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

27. Force Majeure: In no event shall the Seller be held liable (a) for indirect, consequential, punitive, or multiple damages or (b) for any loss of any kind caused, directly or indirectly, by federal, state or local law, order or regulation, government restrictions, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, or other conditions beyond its reasonable control

28. Insurance: Buyer shall carry and maintain comprehensive general public liability insurance, including contractual liability, bodily injury and property damage, workmen's compensation, and employer's liability insurance throughout the Term of the Agreement and any extension of this Agreement.

29. Recording: Each party may, in its commercially reasonable discretion, record, on tape or otherwise, any telephone conversation between the parties and involving their respective officers, agents and employees, and each party hereby agrees and consents thereto.

30. Time is of the Essence: Time is of the Essence in this Agreement. Failure to meet a deadline shall be a breach.

31. Headings: Headings in this Agreement are for convenience only and should not be used for interpretive purposes.

32. Authority to Sign: Each party executing this Agreement is duly authorized to do so and all entity action necessary for the making of this Agreement has been duly taken.

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

From: Don Carlton
To: Antonio Pucci
Cc: Jeffrey English
Subject: FW: Best and Final - RFP E-03-22
Date: Friday, January 7, 2022 3:31:55 PM
Attachments: fllsharpmxm450n@portcons.com_20220107_153217.pdf

---

EXTERNAL Email: Do not reply, click links, or open attachments unless you recognize the sender's EMAIL ADDRESS as legitimate and know the contents are safe.

Antonio,

Per your request. Please see attached.

Thanks,

Don

-----Original Message-----
From: fllsharpmxm450n@portcons.com [mailto:fllsharpmxm450n@portcons.com]
Sent: Friday, January 7, 2022 3:32 PM
To: Don Carlton <dcarlton@portconsolidated.com>
Subject: Scanned image from MX-M3570

Reply to: fllsharpmxm450n@portcons.com <fllsharpmxm450n@portcons.com> Device Name: Not Set Device Model: MX-M3570
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 7, 2022

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: RFP E-03-22, Unleaded Gasoline and Diesel Fuel for SE Florida Co-op Group

---

Dear Mr. English:

Port Consolidated is pleased to offer the Co-op our Best and Final Offer.

- Item No. 1 Transport Regular Unleaded 87 Octane $ + .036 per gallon
- Item No. 1 Tankwagon Regular Unleaded 87 Octane $ + .186 per gallon
- Item No. 2 Transport Diesel Fuel #2 Ultra Low Sulfur $ + .036 per gallon
- Item No. 2 Tankwagon Diesel Fuel #2 Ultra Low Sulfur $ + .186 per gallon

Should you have any questions or comments on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

Exhibit C - Rate Schedule

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.036	0.186
2	Diesel Fuel	0.036	0.186

Other products available for purchase		
Item No.	**Description**	**Per Gallon Delivered Cost**
1	Bulk Diesel Fuel Exhaust Fluid (DEF)	$3.50

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

PORTCON-03 JANNERJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2022

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 License # 0E67768
Insurance Office of America
500 W. Cypress Creek Road
Suite 320
Fort Lauderdale, FL 33309

CONTACT NAME: James Janner
PHONE (A/C, No, Ext): (954) 334-2395 23915 FAX (A/C, No): (954) 318-1383
E-MAIL ADDRESS: James.Janner@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Port Consolidated, Inc.
P O Box 350430
Fort Lauderdale, FL 33335

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		MWZY31183022	2/1/2022	2/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			MWTB31183122	2/1/2022	2/1/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X CA9948 X MCS-90							$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			P00100080337101	2/1/2022	2/1/2023	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A		MWC31182922	2/1/2022	2/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Thirty days notice of cancellation, except ten days notice in the event of non-payment of premium.

CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY WHEN REQUIRED BY CONTRACT OR AGREEMENT SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

APPROVED
By Danielle Thorpe at 10:00 am, Jan 24, 2022

CERTIFICATE HOLDER

City of Pompano Beach, FL Attn: Risk Manager
100 West Atlantic Boulevard
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission:
Approve an increase to the annual estimated expenditures for bid contract "Furnish and Install Water Service Connections and Restoration" Bid # 021-2821-18/IT with Line-Tec, Inc. of Delray Beach, FL. from $25,000 to $250,000 annually for the duration of the contract, and approve a Utility Capital Improvement Plan (CIP) budget adjustment of $225,000 for water meter replacements.

Explanation of Request:
On August 7, 2018, the City Commission approved a bid-award to Line-Tec, Inc. for "Furnish and Install Water Service Connection and Restoration" Bid # 021-2821-18/IT in the amount of $25,000 annually.

Due to staff shortage, it has been a challenge to keep pace with the volume of water meter replacements needed. Approximately twenty percent of the water meters have reached the end of their useful life and require replacement, most of these are larger size meters requiring multiple staff, resources and time to replace; the vendor will assist with meter replacements on an as-needed basis.

Utilities is requesting increasing the annual estimated expenditures from $25,000 to $250,000 for the duration of the contract.

How will this affect city programs or services? The installation and replacement of water meters is necessary for accurate usage recording, billing for revenue and water conservation efforts.

Fiscal Impact:
Budgeted in the following accounts:
401-2810-536-46-47
401-2814-536-46-47
403-5000-533-65.02 WTR060, WTR105, WT2103

Alternatives: Require staff to perform all meter installations in-house which has not proven to be efficient and may result in loss of revenue.

Strategic Plan: High Performing Organization

Strategic Plan Application: The Utilities is committed to have policies and processes for better efficiencies.

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Bid	Furnish and Install All Water Service Connections and Restoration

INVITATION TO BID
FOR
FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

BID No.: 021-2821-18/IT

BID OPENING DATE: JUNE 14, 2018
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)
PURCHASING SERVICES, CITY HALL

The City of Boynton Beach

Purchasing Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323
FAX: (561) 742-6316

BID NO. 021-2821-18/IT
FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

Sealed bids will be received in PURCHASING SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310 on or by: **JUNE 14, 2018; No Later Than 2:30 P.M. (Local Time).**

Bids will be opened in: **PROCUREMENT SERVICES-CITY HALL**
2ND FLOOR unless otherwise designated.

Bids received after the assigned date and time will not be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by a specified time so that a bid can be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid.

Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the proposal/bid, whichever is sooner. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the

Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Ilyse Triestman, Purchasing Manager; Telephone: (561) 742-6322, E-mail: triestmani@bbfl.us

SCOPE OF SERVICES:

The intent of this solicitation is to select a successful Bidder to furnish and provide installation of water service connections and restoration, including water taps and restoration related to the two inch (2") galvanized water main replacement to include taps; service connections; placement of meter boxes; valves; service lines and restoration; installation of water meters and attached equipment. This bid also includes the installation of 6" DIP and PVC water mains, fire hydrants, sample points, relocation of water services, meters, and mains for various locations within the City of Boynton Beach Utilities service area.

Contact: **City of Boynton Beach Purchasing Services**
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435
Ilyse Triestman, Purchasing Manager
(561) 742-6322 or triestmani@bbfl.us

Office Hours: **MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.**

CITY OF BOYNTON BEACH

TIM W. HOWARD
ASSISTANT CITY MANAGER – ADMINISTRATION
DIRECTOR OF FINANCIAL SERVICES

BID NO. 021-2821-18/IT
FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

Section 1 – SUBMITTAL INFORMATION

A. The City of Boynton Beach will receive bid responses until **JUNE 14, 2018** at **2:30 P.M. (LOCAL TIME)** in Purchasing Services located on the second floor of City Hall, 100 E. Boynton Beach Boulevard, Boynton Beach, FL 33435.

B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their bid response **delivered to Purchasing Services** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the bid and prior to the award being made.

C. If any addendum(s) are issued to this Bid, the City will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid response, to contact the City Procurement Services at (561) 742-6322 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.

D. **One (1) original, so marked, and two (2) copies,** of the bid response shall be submitted in one sealed package clearly marked on the outside "**INVITATION TO BID FOR FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION"** to: City of Boynton Beach, Purchasing Services, P.O. Box 310, 100 E. Boynton Beach Blvd., Boynton Beach, FL 33425-0310.

E. Responses shall clearly indicate the legal name, address and telephone number of the bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

BID DEADLINE: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

MINOR IRREGULARITIES/RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. The City of Boynton Beach reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

B. Waive any defect, irregularity or informality in any bid or bidding procedure;

C. Reject or cancel any or all bids;

D. Reissue an Invitation to Bid;

E. Extend the bid deadline time and date;

F. Procure any item by other means;

G. Increase or decrease the quantity specified in the Invitation to Bid;

H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;

B. A satisfactory record of performance;

C. A satisfactory record of integrity;

D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;

E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY".**

SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at Procurement Services, it is each bidder's responsibility to check with Procurement Services and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected, unless addressed in the Special Conditions Section of the bid documents.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of

Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this submittal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

PUBLIC ENTITY CRIMES: As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and my not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE WITH CONTRACT CONDITIONS**".

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMANTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services

awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the **UTILITIES DEPARTMENT** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

C. DISCOUNTS: Will be considered in determining the lowest net cost.

D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

TIME OF DELIVERY: See Scope of Services.

LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL:
The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. 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, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor 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.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
100 E. BOYNTON BEACH BLVD. BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to **Ilyse Triestman, Purchasing Manager, Monday through Friday, 8:00 A.M. to 5:00 P.M. at (561) 742-6322; E-mail triestmani@bbfl.us**

LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, **a bidder must include the Local Business Status Certification Form at the time of bid submittal.**

Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

BID NO. 021-2821-18/IT
FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

SPECIAL TERMS AND CONDITIONS

PURPOSE: The intent of this solicitation is to select a successful Bidder to provide all labor, materials, tools, hardware, equipment and supervision to furnish and install water service connections and restoration services for various locations within the City of Boynton Beach.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by the City before recommendation and/or notice of intent to award. The City, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder, or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

The City intends to award a contract to the lowest, responsive, responsible total price bidder for, taking into consideration experience, staffing, equipment, materials, references and past performance.

LICENSE REQUIRED: At the time of bid submittal, firms must possess a current, valid **State of Florida Underground Utility License and should submit proof of licensure with bid**. A Pre-Qualification Letter from the Florida Department of Transportation (FDOT) may be substituted for this requirement. If not submitted with bid, proof of licensure must be submitted within three (3) calendar days of request by City or bid will be deemed non-responsive.

TERM OF CONTRACT: The initial term of the contract awarded shall be for one (1) year from the effective date of the contract and by mutual agreement between the City and the awardee(s), may be renewable for four (4) additional one (1) year periods.

The City reserves the right to extend automatically for a period not to exceed an additional six (6) months in order to provide the City with continual service while a new contract is solicited, evaluated and/or awarded.

INSURANCE: It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of bidder's personnel are working on City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

SPECIAL TERMS AND CONDITIONS (CONTINUED)

TRENCH SAFETY ACT:
The Bidder should complete and submit the Trench Safety Act Form, with the bid submittal, but must submit within three (3) calendar days of City's request.

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BID NO. 021-2821-18/IT
FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

SPECIFICATIONS AND REQUIREMENTS

GENERAL

The City of Boynton Beach is seeking a qualified Contractor to furnish and install water service connections and restoration, including water taps and restoration related to two inch (2") galvanized water main replacement to include taps; service connections; placement of meter boxes; valves; service lines and restoration; installation of water meters and attached equipment. This bid also includes the installation of 6" DIP and PVC water mains, fire hydrants, sample points, relocation of water services, meters, and mains. Awarded contractor must adhere to published Utility Department Standards of Construction from the mains through the meter box and Standard Plumbing Code from the meter box through the building connection at various locations within the City of Boynton Beach Utility's service area, Boynton Beach, Florida.

All pricing shall include restoration to "as found" condition or better unless otherwise approved by the City Inspector or designee.

Contractor will not store material or equipment on any of the temporary easements. Equipment and material storage within the right of way shall be with the approval of the Utility Department inspector and at the risk of the Contractor. No material will be stored in front of any residence.

Contractor shall respond to emergency requests within one (1) hour and non-emergencies within 24 hours at no additional charge to the City. A contact phone number available 24 hours a day, 7 days a week must be provided with bid.

Contractor shall guarantee all work and materials for a term of one (1) year after completion and acceptance of work.

A daily project inspection by an employee of the City Utility Department will be made and all work will be done during regular working hours unless prior approval is given by the City. For the purposes of this Contract, regular working hours are defined as Monday thru Friday, 7 AM to 3:30 PM, excluding holidays.

Awarded Contractor will prepare a listing of items and quantities on a per property basis upon completion of work to support invoicing.

The City of Boynton Beach will issue work requests for several properties at a time or there will be cases for individual property requests. The contractor agrees to commence work within seven (7) calendar days after receipt of order. All work associated with each property must be completed within two (2) calendar days after commencement.

BID NO. 021-2821-18/IT
FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

SPECIFICATIONS AND REQUIREMENTS (continued)

1. <u>Line Connection Meter to House</u>

The prices submitted shall be inclusive of all labor, materials, tools, hardware, supervision, supplies and ancillary items necessary to perform the installation in accordance with the Standard Plumbing Code, City of Boynton Beach Codes and Ordinances.

The unit bid price for house water service connections at the City installed meter and house valve shall include the 1" gate valve at the house connection and sod restorations specific to each house.

All new water services shall be connected at the same point of connection at the existing house valve or service point.

The Contractor will confine its installation activity to a twelve (12) foot wide easement that will be secured by the City.

Contractor shall contact the City Utility Inspector at least 48 hours prior to entry onto the property site.

Prior to commencing the work, the Contractor shall provide 48 hours advance notice to the homeowner by providing a door hanger stating the Contractor's intention to begin work.

Information contained on the hanger will include as a minimum:

Contractor's Name
Name of Contractor's Representative
Date of Entry
Date, Time and Duration of Interruption of Water Service

The Contractor shall complete all work related to each installation, including restoration, within ten (10) calendar days of the date of entry onto any property.

All trenches must provide a minimum of 12 inches cover and must be performed using trenchless methodologies. No other equipment will be allowed in the yards. Any request by the property owner to either the City or Contractor that the trenches be hand dug must be honored.

SPECIFICATIONS AND REQUIREMENTS (continued)

A. Permits

All required permits shall be obtained by the Contractor. Permit fees will be paid by the contractor and will be reimbursed 100% of the cost. This includes permits inside and outside City limits.

The City of Boynton Beach requires one permit drawn for each installation within the City. The requirement for individual site plan is waived in lieu of the typical installation site plan which the awarded vendor will provide with permit application submittal.

Locations outside the City limits will have to follow that jurisdiction's permit requirements.

2. Water Meter and Attached Device Installations

The Contractor shall provide all labor, materials, tools, supplies, equipment, hardware, supervision and ancillary items necessary for the proper installation and programming/activating city-furnished radio transmitters.

At no additional charge to the City, and in order to perform the programming work defined herein, the Contractor shall furnish the required programming equipment defined as the Sensus AR5502 or Trimble unit with GPS package loaded with Field Logic and a Sensus Command Link, and Sensus touch-reader or approved equals. The City Inspector shall verify Field Logic settings prior to the start of work.

The Contractor shall not program the transmitter until after it is installed at its final location to ensure proper GPS coordinates. Radio transmitters that are moved with the meter shall be deactivated prior to moving and reactivating at its final location.

Meter installation and/or replacement require customer notification prior to disconnect and shall be flushed immediately after installation. Meter sizes 1.5" and above shall have bypass shut off and locked after installation. The Contractor needs to ensure the meter is installed properly to avoid backwards registration.

The contractor shall verify the register resolution for all meter installs, register changes and radio transmitter programming. This verification shall include checking the number of dials reporting on the digital output and ensuring the dials match the register to the 10 gallon position; erroneous output shall be reported to the City Inspector or designee immediately.

SPECIFICATIONS AND REQUIREMENTS (continued)

Proper number of dials programmed:

5/8" – 1"	6 dial output; 1,000,000 to 10 gallon position
1.5" – 3"	7 dial output; 10,000,000 to 10 gallon position
4" – 6"	8 dial output; 100,000,000 to 10 gallon position

Meter boxes shall be installed at ground level, with compacted dirt underneath to avoid sinking; meter/yoke should be centered inside the box with the curbstop facing up.

Within five (5) business days after completion of work, the Contractor shall prepare and submit to the City Inspector or designee a list of meters replaced or moved during each calendar week. The summary should include:

a. Location of work performed
b. Removed equipment serial number
c. New equipment serial number
d. Meter reading (both old and new if register or meter is replaced)
e. Manufacture date of new equipment
f. Meter location and location notes
g. Comments of any issues
h. Date the work was actually performed

Information requests must be complete and correct for the installation to be considered eligible for payment.

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Attachment "A"
City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

Submit Bids To: PURCHASING SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

Bid Title: **"FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION"**

Bid Number: **021-2821-18/IT**

Bid Due: **JUNE 14, 2018, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Purchasing Services unless specified otherwise and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Bidder: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

_____
Authorized Signature

_____
Name Typed

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID NO. 021-2821-18/IT
FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

BID FORM

To: City of Boynton Beach, Florida

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for. In accordance with the General Conditions, Special Conditions, and Specifications and Requirements, the undersigned bidder offers the following:

Basis of Award: It is the intent of the City to award to the lowest responsive and responsible bidder by total bid price. The City reserves the right to award optional items if determined to be in the City's best interest. Award of all items are subject to the availability of funds.

ITEM NO.	DESCRIPTION OF SERVICES	UNIT OF MEASURE	UNIT PRICE
1A	Furnish and install Schedule 40 PVC water pipe from City installed meter to house valve up 3/4".	Linear foot	$_____
1B	Furnish and install Schedule 40 PVC water pipe from City installed meter to house valve up 1".	Linear foot	$_____
2A	Furnish and install single or double short side water service connection up to 1".	Each	$_____
2B	Furnish and install single or double long side water service connection up to 1" (with casing).	Each	$_____
3A	Furnish and install single or double short side water service connection up to 2".	Each	$_____
3B	Furnish and install single or double long side water service connection up to 2" (with casing).	Each	$_____
4	Furnish and install two inch corporation stop and saddle.	Each	$_____
5	Terminate/abandon existing water service	Each	$_____

BID NO. 021-2821-18/IT
FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

BID FORM (CONTINUED)

ITEM NO.	DESCRIPTION OF SERVICES	UNIT OF MEASURE	UNIT PRICE
6	Furnish and install 6” gate valve with box.	Each	$_____
7	Furnish and install 6” DIP water main installed with fittings.	Linear foot	$_____
8	Furnish and install 6" PVC water main with fittings.	Linear foot	$_____
9	Labor, materials and hardware to install City supplied fire hydrant assembly with 6” gate valve.	Each	$_____
10	Labor, materials and hardware to install City supplied sample point.	Each	$_____
11A	Furnish and install tapping sleeves and valves/non-paved area	Each	$_____
11B	Furnish and install tapping sleeves and valves/paved area	Each	$_____
12A	Furnish and install 4" repair clamp.	Each	$_____
12B	Furnish and install 6" repair clamp.	Each	$_____
13	Labor, materials and hardware to repair or replace residential house valve. (Contractor to furnish valve, if needed at no additional charge.)	Each	$_____
14A	Labor, materials and hardware to install and/or replace City supplied meter box, 1"	Each	$_____
14B	Labor, materials and hardware to install and/or replace City supplied meter box, 2"	Each	$_____

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BID NO. 021-2821-18/IT
FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

BID FORM (CONTINUED)

ITEM NO.	DESCRIPTION OF SERVICES	UNIT OF MEASURE	UNIT PRICE
15	Labor, materials and hardware to install City supplied radio transmitter	Each	$_____
16	Diagnose and fix failed read issue	Each	$_____
17A	Labor, materials and hardware to replace City supplied water meter register 5/8" and 1" size and City supplied radio transmitter, if required	Each	$_____
17B	Labor, materials and hardware to replace City supplied water meter register, 1-1/2" & 2" size and City supplied radio transmitter, if required	Each	$_____
17C	Labor, materials and hardware to replace City supplied water meter register, 3" - 6” size and City supplied radio transmitter, if required	Each	$_____
18A	Labor, materials and hardware to install or replace a City supplied water meter, 5/8”x 3/4” or 1" size and City supplied radio transmitter, if required	Each	$_____
18B	Labor, materials and hardware to install or replace a City supplied water meter,1.5" or 2" size and City supplied radio transmitter, if required	Each	$_____
18C	Labor, materials and hardware to install or replace a City supplied water meter, 3" size and City supplied radio transmitter, if required	Each	$_____
18D	Labor, materials and hardware to install or replace a City supplied water meter,4" size and City supplied radio transmitter, if required	Each	$_____
18E	Labor, materials and hardware to install or replace a City supplied, 6" size and City supplied radio transmitter, if required	Each	$_____
19	Furnish and Install or Replace Custom Setter, 1.5" or 2" size	Each	$_____
	TOTAL BID PRICE (ITEMS 1 THRU 19):		$_____

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BID NO. 021-2821-18/IT
FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

BID FORM (CONTINUED)

OPTIONAL ITEMS:

ITEM NO.	DESCRIPTION OF SERVICES	UNIT OF MEASURE	UNIT PRICE
OPT1	Labor, hardware, materials and tools for hand digging trench	Linear foot	$_____
OPT2	Labor, hardware, materials and tools for restoration of asphalt driveways	Square foot	$_____
OPT3	Labor, hardware, materials and tools for restoration of concrete driveways/sidewalk	Square foot	$_____
OPT4	Hourly labor rate for miscellaneous repairs/tasks not specified herein.	Per Hour	$_____
OPT5	Mark-up on wholesale cost for additional vegetative restoration, if required, based on invoice provided by vendor	Percent Mark-up	_____%

_____ _____
COMPANY NAME SIGNATURE OF AUTHORIZED OFFICIAL

_____ (_____)_____
PRINTED NAME OF AUTHORIZED OFFICIAL TELEPHONE NUMBER

_____ (_____)_____ _____
TITLE FAX NUMBER E-MAIL ADDRESS

IN THE EVENT OF AN EMERGENCY, PLEASE PROVIDE PHONE NUMBER AND POINT OF CONTACT AVAILALABLE 24-HRS PER DAY

CONTACT: _____ PHONE NUMBER: _____

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NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is_____ of _____,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid:

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Said bid is genuine and is not a collusive or sham bid;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

_

Subscribed and sworn to before me (Title) _____

This _____ day of _____, 20 _____

My commission expires _____

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ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____ ,20 _____

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
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CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business? _____ Yes _____ No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____
(specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO _____

If YES, Name the Organization from which this certification was obtained and date:

_____
Issuing Organization for Certification

_____
Date of Certification

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CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

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PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

_____
CONTRACTOR NAME

By_____

Title: _____

Date: _____

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, _____, the _____ of
(Name of officer of company) (Title of officer of company)

_____, located at _____,
(Name of Corporation/Company) (Business Address)

Certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS:_____			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year?	YES	NO	Business License Number: _____
3. Is the business registered with the Florida Division of Corporations?	YES	NO	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: _____ Signature: _____

*****FOR PURCHASING USE ONLY*****

Business License ☐ **Year Established:** ☐ **Active:**

Verified by: _____ **Date:** _____

TRENCH SAFETY ACT

AFFIDAVIT

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Contractor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

_____

Name of Proposer

_____

Authorized Signature of Proposer

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method

STATEMENT OF NO BID

If you are not bidding this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, P.O. Box 310, Boynton Beach, Florida 33425-0310.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid on your Bid No.: **021-2821-18/IT** to **"FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION"** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Approve Task Order UT-3A-03 with Globaltech, Inc. in the amount of $205,317.00 for the East Water Treatment Plant High Service Pumps 5 & 6 Improvements project.

Explanation of Request:
Boynton Beach Utilities is utilizing the General Consulting Services Contract in accordance with RFQ No. 047-2821-17/TP, General Consulting Services Contract, Scope Category A awarded by City Commission on September 7, 2018, renewed on August 3, 2021 to support implementation of the Utilities Capital Improvement Projects.

Globaltech, Inc will provide engineering design, project management, permitting, bidding assistance, and services during construction for the East Water Treatment Plant High Service Pumps 5 & 6 Improvements project.

The scope of work includes professional engineering services for the installation of variable frequency drives (VFDs) for High Service Pumps 5 & 6 and piping modifications to connect High Service Pumps 5 & 6 to the existing filter backwash supply line. This work is required prior to implementing the Generator Replacement project, which will include additional piping modifications for High Service Pumps 1 through 4.

How will this affect city programs or services? Implementation of the project will allow for the continuation of normal water treatment operations during construction, increase operational reliability and flexibility, and provide redundancy to the current filter backwash process.

Fiscal Impact:
Funds for the project are available in the Utilities CIP account.

Alternatives: Since this work is critical for the operations of the East Water Treatment Plant, there are no other alternatives at this time.

Strategic Plan: High Performing Organization, Public Health and Safety , Environmental Sustainability

Strategic Plan Application: This project allows the Utilities to meet regulatory requirements for providing drinking water that meets EPA standards to the City of Boynton Beach residents, businesses and visitors. The project will ensure that the pumps at the plant are energy efficient and build resiliency and reliability for public health and safety.

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Task Order	Task Order Proposal
🗋	Agreement	Executed Agreement
🗋	Attachment	Renewal Letter

TASK ORDER # UT-3A-03

CITY OF BOYNTON BEACH
GENERAL CONSULTING SERVICES

SCOPE OF WORK
FOR

DESIGN AND SERVICES DURING CONSTRUCTION
OF HIGH SERVICE PUMP 5 and 6 IMPROVEMENTS
FOR THE EAST WATER TREATMENT PLANT

INTRODUCTION

The City of Boynton Beach (CITY) entered into an AGREEMENT entitled General Consulting Services RFQ No. 047-2821-17/TP (CONTRACT) with **Globaltech, Inc.** (CONSULTANT) to provide engineering services for various general activities, approved by the Boynton Beach City Commission on September 7, 2018 and renewed on August 3, 2021. This Task Order will be performed under that AGREEMENT.

SCOPE OF SERVICES

The East Water Treatment is a 24 MGD (Million Gallon Per Day) Lime Softening/MIEX plant which serves as the primary source of potable water for the City of Boynton Beach. Recently, the City discovered the discharge header piping for the High Service Pumps (HSP's) one (1) through four (4) has severely corroded and needs immediate attention. A failure of the pipe header would render the East Water Treatment Plant inoperable. In order to mitigate this potential failure, continue normal plant operation, and increase the plant operability during future plant improvements, the CITY is seeking to add two variable frequency drives (VFDs) to High Service Pumps 5 & 6, remove the backwash supply connection from HPS 1 through 4 effluent piping (Main) and modify the HSP 5 & 6 effluent piping (Main) to accommodate an isolation valve and reconnection of the backwash supply:

Task 1 - Design Service

1. The Scope of Services for the project will include the following:
   a. <u>High Service Pumps 5 & 6 VFD Addition:</u> Installation of VFDs should be the first step prior to any pipe modification in the Sequence of Construction. Design services shall include:
      - Review current design and sizing of the of the pumps and motors for HSP 5 & 6 for operation with variable frequency drives (VFD's) over the plant operational range. Provide hydraulic. model and variable speed flow/head curves at five-percent speed increments throughout proposed operating range.
      - If necessary, specify the removal existing HSP 5 and 6 motors and specify replacement with new, inverter duty motors.
      - Review existing HSP 5 and 6 reduced voltage, soft-start switchgear for adequate space and configuration to allow replacement with new VFD's. Design for switchgear modifications if deemed necessary to accommodate new VFD's.
      - Design and specify replacement VFD's.

- Design new power and control cables from the pumps to the new VFDs. Existing conduits will be utilized for routing power and control cables from HSP 5 and 6 motors to the new VFDs.
- Design and specify necessary control panel modifications to accommodate additional Input/Outputs required to control new VFDs.
- Create control screen in VTScada, write PLC code to enable control of the VFD's.(See attached scope of services from CITY's designated Systems Integrator, McKim & Creed).
- Design the flow control loop and write the PLC codes to implement the flow control (See attached scope of services from CITY's designated Systems Integrator, McKim & Creed).
- Write the control description, perform system commissioning and provide operation manual. .(See attached scope of services from CITY's designated Systems Integrator, McKim & Creed).

b. Yard Piping Modification for High Service Pumps 5 & 6.
   - Disconnect the 18" backwash supply connection to the 24" HSP 1, 2, 3, and 4 discharge pipe by cutting it at the point of crossing under the effluent pipe for HSP 5 & 6 and install restrained plug.
   - Connect the 18" backwash supply pipe to the 30" HSP 5 and 6 discharge pipe, just north of the existing meter vault by cutting in a 30" x 18" tee and connecting the 18" pipe. During the installation, a 30" buried butterfly valve will be installed between the tee and the existing meter vault to allow the HSP 5 and 6 to be isolated.
   - Grout the abandoned section of 18" backwash supply pipe after rerouting the effluent piping from HSP's 1 through 4.

An underground utility locating company shall also be hired to identify potential utilities within the area for the backwash water supply demolition and reconnection.

Design services shall include:

- Engineering design including preparation of plans and specifications suitable for allowing the CITY to obtain competitive bids from qualified contractors.
- Design submittals at the 30% (conceptual), 75% and 100% completion level. Receive and adjudicate any review comments the CITY may have.
- Up to three (3) design workshops with distribution of meeting agendas and meeting minutes.
- Project management and monthly progress meetings with distribution of meeting agendas and meeting minutes.
- Preparation of Sequence of Construction to be included in General Requirements of specifications.
- Preparation of AutoCAD drawings and specifications in accordance with the CITY's standards.

After reviewing the conceptual design with CITY staff, the CONSULTANT shall prepare and submit 75% and 100% design documents for the CITY to review. Opinion of probable construction costs will be prepared at the 75% and 100% design submittals. At the 75% design submittal, a review meeting will be held with CITY staff. CONSULTANT will respond in writing to the CITY's review comments for the 75% design. The documents shall include drawings, plans, and technical specifications that specifically describe the elements, details, components, materials, and other information necessary for construction of the project. CONSULTANT will provide two (2) full-size, 24"x36", bound set of drawings at the 75% and 100% complete stages. Three (3) sets of technical

specifications will also be provided at each stage. The CITY may request more eco-friendly, sustainable electronic copies for review purposes in lieu of printed hard copies.

Project management and document sharing shall be hosted on the Procore cloud-based project management platform by Globaltech. The CITY will be provided with secure access to the site for interactive participation in project workflow and all project files shall be provided to the City upon completion of the project.

The 75% and 100% design to create biddable documents shall include the following anticipated design drawings:

1. Cover/Site Location Map
2. General Notes/Legend
3. Process Flow Diagram
4. Site Plan/Yard Piping Plan
5. Yard Piping Details
6. Standard Details
7. Electrical – Notes and Legend
8. Electrical – Site Plan
9. Electrical – HSP Room Plan
10. Electrical – MCC Room Plan and Elevations
11. Electrical – One-line diagrams and schedules
12. Electrical – Standard Details 1
13. Electrical – Standard Details 2
14. Instrumentation Notes and Legends
15. Instrumentation – HSP 5 and 6 P&ID
16. Instrumentation – PLC Diagrams
17. Instrumentation – Standard Details 1

A PDF file version of the drawings and technical specifications are to be provided to the City for bidding purposes. Bidding requirements, contract information, bond information and any special conditions shall be provided by the CITY to create a complete set of bidding documents.

Task 2 - Permitting Services

Palm Beach County Department of Health (DOH) and Palm Beach County Department of Environmental Resource Management (ERM) permits are not anticipated to be required for this project. Should they be deemed necessary, the scope of services will be amended as required.

A City of Boynton Beach building permit will be required. Application for the building department permit shall be submitted by the selected general contractor. Plans and specifications shall be provided by the CONSULTANT for the building department permit under a separate scope of services.

Task 3 - Bidding and Contractor Selection Services

1. Solicitation of Bids. CITY will advertise and receive bids. CONSULTANT shall provide one (1) reproducible hard copy of full-size, 24"x36" drawings and technical specifications and PDF files for the CITY to make copies to provide to potential bidders.
2. Pre-Bid Meeting. CONSULTANT shall attend pre-bid meeting with site inspection and provide minutes of the pre-bid meeting.

3. Addenda. The CONSULTANT shall provide written response to the CITY along with sketches and drawings to issue written addenda as appropriate to interpret, clarify, or expand the bidding documents. A maximum of two (2) addenda are anticipated.
4. Review of Bids. The CONSULTANT shall attend the bid opening and offer an opinion of acceptability or unacceptability for lowest qualified bidder. Contractor qualifications will be evaluated by CONSULTANT.

Task 4 – Services During Construction Services

The CONSULTANT shall provide general limited services during construction for the duration of the construction project which is anticipated to be approximately nine (9) months. Work anticipated to be performed during the construction period includes the following:

1. Provide selected contractor with conformed set of drawings and specifications. The conformed set shall reflect changes which may have occurred during the bidding process. CONSULTANT shall supply selected contractor with 3 sets of conformed full-size drawings, half size drawings, and specifications. CONSULTANT shall supply the CITY with 2 sets of conformed full-size drawings, half size drawings, and specifications.
2. Provide selected contractor with two (2) sets of signed and sealed plans for the contractor's use in obtaining the City of Boynton Beach building permit.
3. Conduct the Pre-Construction Meeting and prepare detailed meeting minutes.
4. Receive, log and review shop drawings, O&M manuals, test reports, procedures, and product submittals for general conformance with the design intent and provisions of the Contract Documents. It is anticipated that there will be approximately fifteen submittals.
5. Monitor and ensure that the Contractor(s) obtain all required governmental and regulatory permits, inspections, and approvals.
6. Prepare agendas for monthly progress meetings and provide written meeting minutes. The monthly progress meetings will be conducted by the CONSULTANT. Meetings will be held at the job site or CITY's offices as applicable. It is anticipated that this task will take two hours per month.
7. Provide periodic field observations of work progress and conformance to plans and specifications.
8. Review monthly Applications for Payment (AFP) submitted in a format acceptable to the CITY. CONSULTANT shall verify quantities as represented on the AFP and make recommendation to the CITY to proceed with the payment as requested, or as modified based on the Consultant's review.
9. Review construction schedules, progress, photographs, and progress redline drawings submitted with each AFP and report to the CITY conditions which may cause delay in completion.
10. Respond in writing to the Contractor's Request for Information (RFI) regarding the Contract Documents. Preparation of response may require field time by the Consultant. Prior to making their formal response, CONSULTANT shall consult with the CITY.
11. Receive and negotiate Change Order Requests (COR's) and provide recommendation to the CITY.
12. CONSULTANT shall certify construction completion to the various permitting agencies as applicable based on visible project features including CONSULTANT's inspections, and review of testing reports.
13. CONSULTANT shall review as-built drawings submitted by the Contractor and provide written comments and/or markups. The Contractor is required to submit progress as-built drawings with each AFP and final as-built drawings for review by the CITY and CONSULTANT upon substantial completion of the project.

14. In conjunction with the CITY and the Contractor(s), make periodic during construction and inspections at Substantial Completion and Final Completion. CONSULTANT shall prepare and maintain the Substantial Completion punch list through Final Acceptance. Review, inspect and assure that the Substantial Completion punch list items are completed by the Contractor(s). Advise the CITY that Final Acceptance of the project has been achieved in accordance with the Contract Documents.
15. Review Operation and Maintenance (O&M) manuals provided to the CITY and provide comments
16. Transmit all required project closeout documentation to the CITY.
17. Provide startup and training assistance to CITY once system is functional. CONSULTANT shall provide system overview, intended use, and safety guidance.

Services Not Included in Scope of Services

- Surveying of East WTP site
- Permitting application fees or impact fees.
- Palm Beach County Planning and Zoning Site Plan modification or City of Boynton Beach Planning and Zoning Site Plan Review.
- Preparation of and application for SFWMD Water Use (Dewatering) permit application. Dewatering permit application is not anticipated.
- Design of any special or unusual architectural features or improvements required by the building department.
- Design of fire alarm, sprinkler, HVAC, CCTV or telemetry systems.
- Prequalification of contractors.
- Services associated with bid protests that require action in accordance with the CITY's general bid protest requirements.
- Services associated with the rejection of re-bidding unless re-bidding is required as a result of CONSULTANT errors.
- Patent related dispute services.
- Litigation services.
- CONSULTANT is not responsible for preparing or approving Maintenance of Traffic Plans (MOTs). If required, MOTs are to be prepared by Contractor.
- Preparation of Operation and Maintenance Manuals
- Additional services not otherwise provided for in this Scope of Services.

PROJECT PERSONNEL

The CONSULTANT proposes Paul Gandy, P.E., to serve as the project manager and technical reviewer of this project.

DELIVERABLES

CONSULTANT will prepare the following deliverables as part of this Task Order:

- 30% (conceptual), 75%, and 100% Design Submittals - Drawings and Specifications
- Opinion of Probable Construction Costs for 75% and 100% Design Submittals
- Conformed Drawing and Specifications
- Final PDF and AutoCAD electronic files of final documents for bidding.

- Signed and Sealed Drawings for Contractor's Building Department Application
- Review of progress and final as-built drawings submitted by the CONTRACTOR in PDF and AutoCAD electronic format.

COMPENSATION

Compensation for this Task Order # UT-3A-03 will be on a lump sum basis for a fee of $205,317.00. Attachment - A provides the compensation summary for the project.

ATTACHMENT – A

Compensation Summary

Attachment A
Task Order # UT-3A-03
DESIGN AND SERVIDES DURING CONSTRUCITON OF E WTP HSP 5 and 6 IMPROVEMENTS
FOR THE EAST WATER TREATMENT PLANT

		Project Manager	Senior Electrical	Electrical Engineer	Process Engineer	CADD	Clerical	Total Labor	Subconsultant Services	Subconsultant
	Contractual Labor Rates $/Hr.	$215.00	$190.00	$135.00	$135.00	$114.00	$67.50			
Task 1	**Design**									
	Project Coordination/Procore Mgnt	8			4		40	$4,960		
	Project Meetings/Site Visit	8	8	12	12			$6,480		
	Collect Existing Information	2	4	8	8			$3,350		
	Design Dwgs									
	Site/Locates				4	2	2	$903	$3,000	Bloodhound
	Hydr Model/Pump Review	2			12	2	2	$2,413		
	Mechanical	6			40	54	2	$12,981		
	Electrical	4	16	36		12	2	$10,263		
	Instrumenation and Control		8	16		12		$5,048	$24,286	McKim&Creed
	Specifications	6	8	16	16		26	$8,885		
	Review Meetings	8	8	8	8		6	$5,805		
	OPCC	4	2	8	8		6	$3,805		
	QA/QC	6	6	2	2		2	$3,105		
	Subtotal Task 1	54	60	106	114	82	88	$67,998	$27,286	
Task 2	**Permitting Services**									
	Project Coordination	0						$0		
	FDEP Permit Assistance	0						$0		
	DERM Permit Assistance	0						$0		
	Subtotal Task 2	0	0		0	0	0	$0	$0	
Task 3	**Bidding and Contractor Selection Services**									
	Project Coordination	2			4		2	$1,105		
	Solitation of Bids	2		2	4	1	4	$1,624		
	Attend Pre-Bid Meeting	3		4	4			$1,725		
	Addenda	1	2		2	2	4	$1,363		
	Review of Bids	2			4			$970		
	Subtotal Task 3	10	2		18	3	10	$6,787	$0	
Task 4	**Services During Construction**									
	Project Coordination	8			40		20	$8,470		
	Submittals	4	4	8	8		20	$5,130		
	Progress Meetings	16	8	16	20		12	$10,630		
	Periodic Contractor Meetings	8	8	8	8			$5,400		
	Site Inspections	4	16	24	24		2	$10,515		
	Instrumentation and Control		4	4				$1,300	$29,340	
	Review AFP, Schedule, Red Lines	12			8		2	$3,795		
	Clarifications/RFIs	2	8	8	16		2	$5,325		
	Change Order Requests	4	4	8	12		2	$4,455		
	Startup/Training	8	8	16	16		4	$7,830		
	Record Drawings	2	2	4	4	12	2	$3,393		
	Permit Closeout							$0		
	Subtotal Task 4	68	62		156	12	66	$66,243	$29,340	
	Total	**132**	**124**		**288**	**97**	**164**	$141,028	$56,626	
	Subconsultants								$56,626	
	Markup								$5,663	
	Total Subconsultant								**$62,289**	
	Reimbursable Expenses								**$2,000**	
	Total								**$205,317**	

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and GLOBALTECH, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

☒	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
	Scope Category B	Infrastructure Improvements and Evaluations
☒	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract"

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating,

maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project,

electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals

received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety

precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such

observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;
- ❖ Field observation and verification of quantities of equipment and materials installed;

- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and

vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- Providing renderings or models for the CITY'S use.
- Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- CONSULTANT has refused or failed to supply enough properly skilled personnel;
- CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

2.1 The Initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the CONSULTANT.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order and resultant task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Contract and the specific task order by the Sequence of Events, or unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

4.1 The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

- The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

6.1 This Contract shall remain in full force and effect only as long as the expenditures provided in the Contract have been appropriated by the City Commission of Boynton Beach in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY

has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

15.1 The CONSULTANT, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 16 - ASSIGNMENT

16.1 The CONSULTANT shall not sublet or assign any of the services covered by this Contract without the express written consent of the CITY.

ARTICLE 17 - NON-WAIVER

17.1 A waiver by either CITY or CONSULTANT of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 – TERMINATION

18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

GLOBALTECH, INC.
Attn: Rick Olson
6001 Broken Sound Pkwy. NW,
Suite 610
Boca Raton, FL 33487

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. 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, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor 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.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 7th day of September, 2018.

CITY OF BOYNTON BEACH

Louie Lawrence
City Manager

CONSULTANT

Attest/Authenticated:

Title

Judith A. Kyle
City Clerk

(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Rebecca Thomas
Secretary

EXHIBIT "A"
RATE SHEET

FIRM: Globaltech, Inc

DATE: 3/16/18

Personnel Classifications	Hourly Rate
Principal	$220.00
Project Manager	$210.00
Senior Engineer	$190.00
Process Engineer	$130.00
Sr. Electrical Eng.	$185.00
Elec. Eng.	$130.00
Process Control/Inst. Eng.	$185.00
Sr. Mechanical Engineer	$190.00
Mechanical Engineer	$130.00
Engineer	$160.00
Designer	$160.00
GIS Specialist	-
CADD/Technician	$110.00
Public Relations Specialist	-
Construction Inspector	$130.00
Sr. Rate Analyst	-
Clerical/Administrative	$65.00
Subconsultant Markup	12%

Reimbursable Expenses:

Direct costs such as postage, prints, delivery service will be billed at cost.

EXHIBIT "B"

City of Boynton Beach

Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:			
Office Location:					
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other	
			☐	Design/Engineering Services/Preliminary Bid Document	
			☐	Final Document/Bidding/Contractor Award	
			☐	Construction Phase/Completion	
2.	Name of Project:				
3.	Project Manager:				
CONSTRUCTION CONTRACT DATA					
5.					
a. Engineer's estimate:		$		Final Cost:	$
b. Substantial Construction Completion Date:					
c. Final Construction Completion Date:					
6.	Overall Rating	(Check One)	☐	Unsatisfactory	
			☐	Poor	
			☐	Fair	
			☐	Good	
			☐	Excellent	
7.	Recommended for Future Contracts?		☐	Yes	☐ No ☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.					
8.	Name, title, and office of rating officer (e.g. Utilities Director):				
9.	Signature of rating officer:				

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

***Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.**

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

July 7, 2021

BID: GENERAL CONSULTING SERVICES

SCOPE A (Water Plant Modifications, Capacity, and Operational Evaluation)
SCOPE C (Ancillary Studies & Services)

BID No.: RFQ 046-2821-17/TP

Agreement between the City of Boynton Beach and **GLOBALTECH, INC.**

AGREEMENT RENEWAL TERM: ***SEPTEMBER 7, 2021 – SEPTEMBER 6, 2022***

X Yes, I agree to renew the existing agreement under the same terms, conditions, ~~and pricing~~* for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

GLOBALTECH, INC.
NAME OF COMPANY

[signature]
SIGNATURE

Troy L. Lyn
NAME OF REPRESENTATIVE
(please print)

Executive Vice President
TITLE

7/15/2021
DATE

(561) 997-6433
(AREA CODE) TELEPHONE NUMBER

tlyn@globaltechdb.com
E-MAIL

* Please see attached requested rate table

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

July 7, 2021

Globaltech, Inc.
Attn: Rick Olson
6001 Broken Sound Parkway NW
Suite 610
Boca Raton, FL 33487

VIA EMAIL TRANSMITTAL TO: rolson@globaltechDB.com

RFQ:046-2821-17/TP - GENERAL CONSULTING SERVICES

SCOPE A (Water Plant Modifications, Capacity, and Operational Evaluation)
SCOPE C (Ancillary Studies & Services)

CURRENT AGREEMENT TERM: ***SEPTEMBER 7, 2020 – SEPTEMBER 6, 2021***

Dear Mr. Olson:

The current agreement term for "GENERAL CONSULTANT SERVICES – SCOPES A AND C" expires September 6, 2021.

The agreement documents allow for three (3) additional one (1) year extensions. The City of Boynton Beach have been very happy with Globaltech, Inc. services and would like to extend the agreement for its 2nd renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

GLOBALTECH
A DESIGN BUILD COMPANY

Engineers · Contractors
6001 Broken Sound Pkwy NW, Suite 610
Boca Raton, Florida 33487
Phone: (561) 997-6433; Fax: (561) 997-5811
www.globaltechdb.com

July 13, 20201

Mr. Joseph Paterniti, P.E.
Director of Utilities
City of Boynton Beach Utilities Department
124 E. Woolbright Road
Boynton Beach, FL 33435

Dear Mr. Paterniti

RFQ: 046-2821-17/TP General Consulting Services

Scope A (Water Plant Modifications, Capacity and Operational Evaluation)
Scope C (Ancillary Studies & Services)

On July 7, 2021, we received a letter from Mara Frederiksen (Director of Financial Services) requesting our interest in extending our contract with the City of Boynton Beach (City) for a second, one-year renewal. We appreciate the opportunity to continue our relationship with the City and are very interested in extending our Contract.

Our original Contract with the City was authorized in September 2018. Per Article 4 – Payment, our billing rates were to remain fixed for the initial two years of the contract and then were subject to adjustment if increases occur in the Engineering Industry. Further, any requested changes should be reflected in the All Urban Consumers Price Index (CPI-U) issued by the Bureau of Labor Statistics (currently reflecting a 4.1% increase from April 2020 to April 2021 in the Miami / Ft. Lauderdale / West Palm Beach market). Based on these criteria, we would like to request that the City consider a reasonable average increase to our billing rates of approximately 3%. We recognize the financial pressures that the City is under and do not take this request lightly.

Attached with this request is a table summarizing our current and proposed billing rates. In addition, we are also including a copy of the CPI-U that supports this requested increase. Thank you very much for your consideration and for extending our relationship with the City of Boynton Beach.

Very truly yours,

Rick Olson, P.E.
Director of Client Services

Cc: Taralyn Pratt, Contract Administrator / City of Boynton Beach
Paul Gandy / Globaltech
Rebecca Thomas / Globaltech

Globaltech Inc. Proposed Billing Rates
RFQ 046-2821-17/TP - General Consulting Services

	Current Hourly Rate	Proposed Hourly Rate	Percentage Increase
Principal	$ 220.00	$ 225.00	2.27%
Project Manager	$ 210.00	$ 215.00	2.38%
Senior Engineer	$ 190.00	$ 195.00	2.63%
Process Engineer	$ 130.00	$ 135.00	3.85%
Senior Electrical Engineer	$ 185.00	$ 190.00	2.70%
Electrical Engineer	$ 130.00	$ 135.00	3.85%
Process Control / Instrumentation Engineer	$ 185.00	$ 190.00	
Senior Mechanical Engineer	$ 190.00	$ 195.00	2.63%
Mechanical Engineer	$ 130.00	$ 135.00	
Engineer	$ 160.00	$ 165.00	3.13%
Designer	$ 160.00	$ 165.00	3.13%
GIS Specialist			
CADD/Technician	$ 110.00	$ 114.00	3.64%
Public Relations Specialist			
Construction Inspector	$ 130.00	$ 135.00	3.85%
Senior Rate Analyst			
Clerical / Adminstrative	$ 65.00	$ 67.50	3.85%
Subconultant Markup	10%	10%	

Economic News Release

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, May 2021
[1982-84=100, unless otherwise noted]

Area	Pricing Schedule(1)	Percent change to May 2021 from: May 2020	Mar. 2021	Apr. 2021	Percent change to Apr. 2021 from: Apr. 2020	Feb. 2021	Mar. 2021
U.S. city average	M	5.0	1.6	0.8	4.2	1.5	0.8
Region and area size(2)							
Northeast	M	3.9	1.3	0.6	3.3	1.4	0.7
Northeast - Size Class A	M	3.4	1.2	0.5	3.0	1.1	0.7
Northeast - Size Class B/C(3)	M	4.5	1.4	0.7	3.7	1.7	0.8
New England(4)	M	3.6	0.8	0.3	2.7	1.5	0.5
Middle Atlantic(4)	M	4.0	1.5	0.7	3.5	1.3	0.8
Midwest	M	5.6	1.8	1.0	4.9	1.5	0.8
Midwest - Size Class A	M	5.0	1.6	0.8	4.7	1.6	0.8
Midwest - Size Class B/C(3)	M	6.0	1.8	1.1	5.1	1.5	0.8
East North Central(4)	M	5.5	1.8	1.0	4.9	1.5	0.8
West North Central(4)	M	5.9	1.8	1.0	5.0	1.6	0.7
South	M	5.6	1.6	0.8	4.4	1.5	0.7
South - Size Class A	M	5.2	1.5	0.8	4.2	1.4	0.7
South - Size Class B/C(3)	M	5.8	1.6	0.8	4.6	1.6	0.8
South Atlantic(4)	M	5.2	1.4	0.7	4.2	1.4	0.7
East South Central(4)	M	7.0	1.9	1.1	5.7	1.9	0.8
West South Central(4)	M	5.5	1.7	0.9	4.3	1.6	0.7
West	M	4.7	1.8	0.8	3.9	1.7	1.0
West - Size Class A	M	4.1	1.6	0.6	3.8	1.6	0.9
West - Size Class B/C(3)	M	5.4	2.2	1.0	3.9	1.9	1.1
Mountain(4)	M	5.2	2.4	1.1	4.2	2.2	1.3
Pacific(4)	M	4.5	1.6	0.7	3.8	1.6	0.9
Size classes							
Size Class A(5)	M	4.4	1.5	0.7	3.9	1.4	0.8
Size Class B/C(3)	M	5.5	1.8	0.9	4.4	1.6	0.9
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI	M	4.7	2.0	1.0	4.6	1.7	1.0
Los Angeles-Long Beach-Anaheim, CA	M	3.9	1.8	0.6	3.6	1.6	1.1
New York-Newark-Jersey City, NY-NJ-PA	M	3.2	1.2	0.5	3.2	1.1	0.7
Atlanta-Sandy Springs-Roswell, GA	2				6.0	1.6	
Baltimore-Columbia-Towson, MD(6)	2				2.9	1.8	
Detroit-Warren-Dearborn, MI	2				5.4	1.7	
Houston-The Woodlands-Sugar Land, TX	2				4.5	1.8	
Miami-Fort Lauderdale-West Palm Beach, FL	2				4.1	1.6	
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	2				3.5	1.2	
Phoenix-Mesa-Scottsdale, AZ(7)	2				4.9	2.4	
San Francisco-Oakland-Hayward, CA	2				3.8	1.7	
Seattle-Tacoma-Bellevue, WA	2				3.4	1.1	
St. Louis, MO-IL	2				5.4	2.1	
Urban Alaska	2				4.8	1.8	
Boston-Cambridge-Newton, MA-NH	1	3.2	0.8				
Dallas-Fort Worth-Arlington, TX	1	6.3	1.7				
Denver-Aurora-Lakewood, CO	1	3.2	2.1				
Minneapolis-St.Paul-Bloomington, MN-WI	1	4.6	1.4				
Riverside-San Bernardino-Ontario, CA(4)	1	5.9	2.0				
San Diego-Carlsbad, CA	1	5.3	0.7				

Footnotes
(1) Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.
(2) Regions defined as the four Census regions.
(3) Indexes on a December 1996=100 base.
(4) Indexes on a December 2017=100 base.
(5) Indexes on a December 1986=100 base.
(6) 1998 - 2017 indexes based on substantially smaller sample.
(7) Indexes on a December 2001=100 base.
(8) Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Area	Pricing Schedule(1)	Percent change to May 2021 from:			Percent change to Apr. 2021 from:		
		May 2020	Mar. 2021	Apr. 2021	Apr. 2020	Feb. 2021	Mar. 2021
Tampa-St. Petersburg-Clearwater, FL(8)	1	6.2	1.0				
Urban Hawaii	1	3.8	2.1				
Washington-Arlington-Alexandria, DC-VA-MD-WV(6)	1	3.8	1.3				

Footnotes

(1) Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.
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NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

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Last Modified Date: June 10, 2021

U.S. BUREAU OF LABOR STATISTICS Division of Consumer Prices and Price Indexes Suite 3130 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-7000_ www.bls.gov/CPI Contact CPI

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, June 2021
[1982-84=100, unless otherwise noted]

Area	Pricing Schedule(1)	Percent change to Jun. 2021 from:			Percent change to May 2021 from:		
		Jun. 2020	Apr. 2021	May 2021	May 2020	Mar. 2021	Apr. 2021
U.S. city average	M	5.4	1.7	0.9	5.0	1.6	0.8
Region and area size(2)							
Northeast	M	4.6	1.6	1.0	3.9	1.3	0.6
Northeast - Size Class A	M	4.2	1.5	1.0	3.4	1.2	0.5
Northeast - Size Class B/C(3)	M	5.1	1.7	1.0	4.5	1.4	0.7
New England(4)	M	4.0	1.1	0.8	3.6	0.8	0.3
Middle Atlantic(4)	M	4.8	1.8	1.1	4.0	1.5	0.7
Midwest	M	5.8	2.0	1.0	5.6	1.8	1.0
Midwest - Size Class A	M	5.1	1.7	0.9	5.0	1.6	0.8
Midwest - Size Class B/C(3)	M	6.1	2.1	1.0	6.0	1.8	1.1
East North Central(4)	M	5.5	1.9	0.9	5.5	1.8	1.0
West North Central(4)	M	6.2	2.2	1.2	5.9	1.8	1.0
South	M	5.8	1.7	0.9	5.6	1.6	0.8
South - Size Class A	M	5.4	1.6	0.7	5.2	1.5	0.8
South - Size Class B/C(3)	M	6.1	1.8	1.0	5.8	1.6	0.8
South Atlantic(4)	M	5.6	1.6	0.9	5.2	1.4	0.7
East South Central(4)	M	7.3	2.1	0.9	7.0	1.9	1.1
West South Central(4)	M	5.8	1.8	0.8	5.5	1.7	0.9
West	M	5.1	1.7	0.9	4.7	1.8	0.8
West - Size Class A	M	4.4	1.4	0.8	4.1	1.6	0.6
West - Size Class B/C(3)	M	6.0	2.0	1.0	5.4	2.2	1.0
Mountain(4)	M	5.1	1.8	0.7	5.2	2.4	1.1
Pacific(4)	M	5.2	1.6	0.9	4.5	1.6	0.7
Size classes							
Size Class A(5)	M	4.7	1.5	0.8	4.4	1.5	0.7
Size Class B/C(3)	M	5.9	1.9	1.0	5.5	1.8	0.9
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI	M	4.7	1.4	0.4	4.7	2.0	1.0
Los Angeles-Long Beach-Anaheim, CA	M	4.0	1.2	0.6	3.9	1.8	0.6
New York-Newark-Jersey City, NY-NJ-PA	M	4.1	1.5	1.0	3.2	1.2	0.5
Atlanta-Sandy Springs-Roswell, GA	2	6.7	1.8				
Baltimore-Columbia-Towson, MD(6)	2	4.5	1.1				
Detroit-Warren-Dearborn, MI	2	5.4	1.7				
Houston-The Woodlands-Sugar Land, TX	2	4.6	1.2				
Miami-Fort Lauderdale-West Palm Beach, FL	2	5.1	1.6				
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	2	4.9	1.9				
Phoenix-Mesa-Scottsdale, AZ(7)	2	5.4	1.9				
San Francisco-Oakland-Hayward, CA	2	3.2	0.0				
Seattle-Tacoma-Bellevue, WA	2	5.5	2.2				
St. Louis, MO-IL	2	6.1	2.4				
Urban Alaska	2	6.2	2.5				
Boston-Cambridge-Newton, MA-NH	1				3.2	0.8	
Dallas-Fort Worth-Arlington, TX	1				6.3	1.7	
Denver-Aurora-Lakewood, CO	1				3.2	2.1	
Minneapolis-St.Paul-Bloomington, MN-WI	1				4.6	1.4	
Riverside-San Bernardino-Ontario, CA(4)	1				5.9	2.0	
San Diego-Carlsbad, CA	1				5.3	0.7	

Footnotes
(1) Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.
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Area	Pricing Schedule(1)	Percent change to Jun. 2021 from:			Percent change to May 2021 from:		
		Jun. 2020	Apr. 2021	May 2021	May 2020	Mar. 2021	Apr. 2021
Tampa-St. Petersburg-Clearwater, FL(8)	1				6.2	1.0	
Urban Hawaii	1				3.8	2.1	
Washington-Arlington-Alexandria, DC-VA-MD-WV(5)	1				3.8	1.3	

Footnotes

(1) Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.
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Last Modified Date: July 13, 2021

U.S. BUREAU OF LABOR STATISTICS Division of Consumer Prices and Price Indexes Suite 3130 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-7000 www.bls.gov/CPI Contact CPI

Pratt, Taralyn

From: Paterniti, Joseph Jr.
Sent: Thursday, July 15, 2021 5:25 PM
To: Pratt, Taralyn
Subject: FW: RFQ: 046-2821-17/TP General Consulting Services Renewal
Attachments: LT_JP_07-14-21_Proposed Globaltech Rate Increase.pdf; Renewal Agreement.pdf

Good afternoon Taralyn,
Hope you are doing well. I am okay with the increase as long as it is accordance with the contract terms outlined in the original agreement. Globaltech has performed well for the utility.
Thank you
Joe

Joseph Paterniti, P.E.
Utility Director
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
561-742-6423
PaternitiJ@bbfl.us | http://www.boynton-beach.org/

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Rick Olson <rolson@globaltechdb.com>
Sent: Thursday, July 15, 2021 11:14 AM
To: Paterniti, Joseph Jr. <PaternitiJ@bbfl.us>
Cc: Pratt, Taralyn <prattt@bbfl.us>; Rebecca Thomas <RThomas@globaltechdb.com>
Subject: RFQ: 046-2821-17/TP General Consulting Services Renewal

Good morning Joe,

Last week we received an email from Taralyn Pratt asking Globaltech if we would be interested in renewing our General Consulting Services Agreement. Our answer is a resounding yes! We appreciate the confidence that the City has placed in us and look forward to continuing our relationship.

At the time of our contract anniversary, we would also like to request that you review our billing rates. I have attached a letter summarizing our requested rate increase and have provided the Consumer Price Index for All Urban Consumers (CPI-U) for your review. Please call me if you have any questions.

Thank you again for this continued opportunity.

Rick Olson, P.E.
Director of Client Services

GLOBALTECH
A DESIGN BUILD COMPANY

6001 Broken Sound Parkway NW, Suite 610
Boca Raton, Florida 33487
O: (561) 997-6433 C: (954) 647-9530
www.globaltechdb.com

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Proposed Resolution No. R22-087 - Approve and authorize the Boynton Beach Community Redevelopment Agency to enter into a Purchase and Development agreement with 306 NE 6th Avenue, LLC for the development of a restaurant located at 211 East Ocean Avenue for a purchase price less than fair market value.

Explanation of Request:
On March 9, 2022 the Boynton Beach Community Redevelopment Agency approved a purchase and development agreement with 306 NE 6th Avenue, LLC for the development of a restaurant located at 211 East Ocean Avenue.

Property Info:

Address: 211 East Ocean Avenue
PBC Parcel No: 08434528030040130
Purchase Price: $10.00
Appraised Value: $893,000.00

Because the contemplated purchase price is below fair market value, it is necessary for the CRA to seek approval from the City Commission prior to execution of the Purchase and Development Agreement.

This item was advertised for Public Hearing on June 11, 2022.

How will this affect city programs or services? There will be no adverse effects to City programs or services as part of this transaction.

Fiscal Impact: There are no fiscal impacts to the City as part of this transaction.

Alternatives: None.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Resolution	Resolution approving sale of 211 E. Ocean Avenue at less than FMV
🗋	Agreement	Draft CRA Agreement
🗋	Minutes	Minutes from the March 9, 2022 CRA meeting
🗋	Drawings	Conceptual Site Plan
🗋	Attachment	Appraisal-120821

RESOLUTION NO. R22 -

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO ENTER INTO A PURCHASE AND DEVELOPMENT AGREEMENT WITH 306 NE 6TH AVENUE, LLC FOR THE DEVELOPMENT OF A RESTAURANT LOCATED AT 211 EAST OCEAN AVENUE FOR A PURCHASE PRICE LESS THAN FAIR MARKET VALUE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 9, 2022 the Boynton Beach Community Redevelopment Agency approved a purchase and development agreement with 306 NE 6th Avenue, LLC for the development of a restaurant located at 211 East Ocean Avenue; and

WHEREAS, the contemplated purchase price is below fair market value and therefore it is necessary for the CRA to seek approval from the City Commission prior to execution of the Purchase and Development Agreement; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Boynton Beach Community Redevelopment Agency to enter into a Purchase and Development agreement with 306 NE 6th Avenue, LLC for the development of a restaurant located at 211 East Ocean Avenue for a purchase price less than fair market value.

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

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

Section 2. That the City Commission of the City of Boynton Beach does hereby approve and authorize the Boynton Beach Community Redevelopment Agency to enter into a Purchase and Development agreement with 306 NE 6th Avenue, LLC for the development of a restaurant located at 211 East Ocean Avenue for a purchase price less than fair market value.

Section 3. That this Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this ____ day of _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (hereinafter "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes (hereinafter "SELLER") and 306 NE 6th Avenue LLC, or its affiliated assignee (hereinafter "PURCHASER", and together with the SELLER, the "Parties").

In consideration of TEN DOLLARS AND 00/100 DOLLARS ($10.00) and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions hereinafter set forth, the real property legally described in Exhibit "A" attached hereto (hereinafter the "Property"). The Parties intend that the purchase and sale and ensuing redevelopment of the Property will be effectuated in order to reduce slum and blight and to enable the construction of an approximately 3,000 square foot restaurant consisting of five (5) shipping containers, the adaptive reuse of the historic Magnuson House, associated parking, and all other required development standards according to the City of Boynton Beach (the "Project").

2. PURCHASE PRICE AND PAYMENT. The Purchase Price for the Property shall be Ten AND 00/100 DOLLARS ($10.00) to be paid in full at Closing. SELLER has complied with Section 163.380, Florida Statutes, in proceeding with the sale of the Property to PURCHASER.

3. DEPOSITS. An Initial Deposit in the amount of _____ AND 00/100 DOLLARS ($____.00) shall be deposited with Lewis, Longman & Walker, P.A. (hereinafter "Escrow Agent") within two (2) business days following execution hereof by the Parties. The Initial Deposit shall be fully refundable to PURCHASER, if prior to the expiration of the Feasibility Period (as hereinafter defined), the PURCHASER advises SELLER in writing that it does not intend to complete the purchase of the Property.

4. EFFECTIVE DATE. The date of this Agreement (the "Effective Date") shall be the date when the last one of the SELLER and PURCHASER has signed this Agreement.

5. CLOSING. The PURCHASER'S obligation to close on the purchase of the Property is contingent on the following:

a. PURCHASER obtaining a Certificate of Occupancy from the City of Boynton Beach, Florida (the "City") to operate a restaurant consisting of approximately 3,000 square feet within five (5) shipping containers, the adaptive reuse of the historic Magnuson House, associated parking, and all other required development standards according to the City of Boynton Beach on the Property within the timeframe set forth in Paragraph 20 below.

PURCHASER's Initials: _____
SELLER's Initials: _____

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b. Seller delivering marketable title to the Property subject only to those title exceptions acceptable to the PURCHASER, all as more specifically set forth herein.

6. CLOSING DATE. The Closing shall take place thirty (30) days after meeting the condition set forth in Section 5(a) at such location to which the parties may mutually agree in writing.

7. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by Special Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 8.3), to which PURCHASER fails to object, or which PURCHASER agrees to accept.

8. INVESTIGATION OF THE PROPERTY. For a period until twenty (20) days from the Effective Date ("Feasibility Period"), PURCHASER and PURCHASER'S agents, employees, designees, Contractors, surveyors, engineers, architects, attorneys and other consultants (collectively, "Agents"), shall have the right, at PURCHASER'S expense, to make inquiries of, and meet with members of Governmental Authorities regarding the Property and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests, inspections, and investigations of the Property, including but not limited to Phase I and Phase II environmental investigations, which PURCHASER may deem necessary. During the Feasibility Period, PURCHASER may elect, in PURCHASER'S sole and absolute discretion, to terminate this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER shall: (i) leave the Property in substantially the condition existing on the Effective Date; (ii) shall repair and restore any damage caused to the Property by PURCHASER'S testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER'S testing and investigation. PURCHASER hereby agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, reasonable attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property arising out of PURCHASER'S investigation of the Property. PURCHASER'S obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

8.1 Seller's Documents. SELLER shall deliver to PURCHASER the following documents and instruments within five (5) days of the Effective Date of this Agreement: any

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existing title policies, appraisals, copies of any reports or studies (including environmental, engineering, surveys, soil borings and other physical reports) in SELLER'S possession or control with respect to the physical condition of the Property, copies of all permits, authorizations and approvals issued by Governmental Authorities for the Property and any correspondence which discloses claims, allegations or adverse information regarding the Property or SELLER with respect to the Property.

8.2 Title Review. Within thirty (30) days of the Effective Date, SELLER's counsel, as closing agent for the transaction contemplated herein (the "Closing Agent") shall obtain, at the SELLER'S expense, from a Title Company chosen by SELLER (hereinafter "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. PURCHASER shall examine the Title Commitment and deliver written notice to SELLER no later than twenty (20) days after receipt of the Title Commitment notifying SELLER of any objections PURCHASER has to the condition of title (hereinafter "PURCHASER'S Title Objections"). If PURCHASER fails to deliver PURCHASER'S Title Objections to SELLER within the aforesaid review period, title shall be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the PURCHASER'S Title Objections, then SELLER shall have thirty (30) days to cure and remove the PURCHASER'S Title Objections (hereinafter "Cure Period"). In the event that SELLER is unable or unwilling to cure and remove, or cause to be cured and removed, the PURCHASER'S Title Objections within the Cure Period to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER'S sole and absolute discretion, shall have the option of (i) extending the Cure Period and the Closing for one additional thirty (30) day period at no cost to PURCHASER, or (ii) accepting the Title to the Property as of the time of Closing or (iii) canceling and terminating this Agreement, in which case, any Deposits shall be returned to PURCHASER and the Parties shall have no further obligations or liability hereunder, except for those expressly provided herein to survive termination of this Agreement.

Prior to the Closing, PURCHASER shall have the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items render title unmarketable, PURCHASER shall have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update shall be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

8.3 Survey Review. PURCHASER, at PURCHASER'S expense, may obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable

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governmental regulations, the same shall constitute a title defect and shall be governed by the provisions of Section 8.2 concerning title objections.

9. CONDITIONS TO CLOSING. PURCHASER shall not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

9.1 Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement shall be true and correct as of Closing.

9.2 Pending Proceedings. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever involving the Property or the SELLER, pending or threatened, which has not been disclosed, prior to closing, and accepted by PURCHASER.

9.3 Compliance with Laws and Regulations. The Property shall be in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

10. CLOSING DOCUMENTS. The SELLER shall prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the Title Company. At Closing, SELLER shall execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

10.1 Deed and Authorizing Resolutions. SELLER shall furnish a Special Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions, together with such resolutions or other applicable authorizing documents evidencing approval of the transaction by the SELLER's governing body as the Closing Agent and the title Company may require. The Deed shall contain a deed restriction for the restaurant use for a minimum twenty (20) years from the date of the Certificate of Occupancy.

10.2 Seller's Affidavits. SELLER shall furnish to PURCHASER an owner's affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law, that the SELLER will not record or enter into documents affecting the Property after the last effective date on the Title Commitment, and that there are no parties in possession of the Property other than SELLER. SELLER shall also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same shall be deemed an uncured Title Objection.

10.3 Closing Statement. A closing statement setting forth the Purchase Price, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses

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to be paid at Closing, and the net proceeds due SELLER, which SELLER shall also execute and deliver at Closing.

10.4 Corrective Documents. Documentation required to clear title to the Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

10.5 Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

11. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

11.1 Prorations. Taxes for the Property shall be prorated through the day before Closing. Cash at Closing shall be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes shall be prorated based upon the current year's tax with due allowance made for maximum allowable discount. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill which discloses an actual difference in the amount of the taxes estimated at Closing that exceeds $1,000.00.

11.2 Closing Costs. SELLER shall pay for documentary stamps on the deed, recording the deed and any cost associated with curing title. PURCHASER shall pay all other closing expenses. Each party shall be responsible for their respective attorneys' fees.

11.3 Closing Procedure. PURCHASER shall fund the Purchase Price subject to the credits, offsets and prorations set forth herein. SELLER and PURCHASER (as applicable) shall execute and deliver to the Closing Agent the Closing Documents. The Closing Agent shall, at Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the appropriate public records.

11.4 Existing Mortgages and Other Liens. At Closing, SELLER shall obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

12. REPRESENTATIONS, COVENANTS AND WARRANTIES. SELLER hereby represents, covenants and warrants to PURCHASER, as of the Effective Date and as of the Closing Date, as follows:

12.1 Authority. The execution and delivery of this Agreement by SELLER and

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the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

12.2 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

12.3 Litigation. There are no actions, suits, proceedings or investigations pending or threatened against SELLER or the Property affecting any portion of the Property, including but not limited to condemnation actions.

12.4 Parties in Possession. There are no parties other than SELLER in possession or with a right to possession of any portion of the Property.

12.5 Acts Affecting Property. From and after the Effective Date, SELLER will refrain from (a) performing any grading, excavation, construction, or making any other change or improvement upon or about the Property; (b) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions (including the mortgages, liens, pledges, and other encumbrances existing on the Effective Date) and (c) committing any waste or nuisance upon the Property.

13. DEFAULT.

13.1 PURCHASER'S Default. In the event that this transaction fails to close due to a wrongful refusal to close or default on the part of PURCHASER, SELLER shall be entitled to retain the Deposit, and neither PURCHASER nor SELLER shall have any further obligation or liabilities under this Agreement, except for those expressly provided to survive the termination of this Agreement; provided, however, that PURCHASER shall also be responsible for the removal of any liens asserted against the Property by persons claiming by, through or under PURCHASER.

13.2 SELLER'S Default. In the event that SELLER fails to fully and timely to perform any of its obligations and covenants hereunder or if SELLER is in breach of any representations herein, PURCHASER may, at its option (i) declare SELLER in default under this Agreement in which event PURCHASER may terminate this Agreement, receive back its Deposit and neither party shall have any further rights hereunder, except for those expressly provided herein to survive termination of this Agreement.

13.3 Notice of Default. Prior to declaring a default and exercising the remedies

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described herein, the non-defaulting Party shall issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party shall have fifteen (15) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period shall only be three (3) business days from the delivery of notice. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

13.4 Survival. The provisions of this Section 13 shall survive the termination of this Agreement.

14. NOTICES. All notices required in this Agreement must be in writing and shall be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller: Boynton Beach Community Redevelopment Agency
Thuy Shutt, Executive Director
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to: Kenneth Dodge, Esquire
Lewis, Longman & Walker, P.A.
360 South Rosemary Avenue, Suite 1100
West Palm Beach, Florida 33401

If to Purchaser: 306 NE 6th Avenue LLC
520 Clematis Street
West Palm Beach, FL 33401

With a copy to: (insert attorney information)

15. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are hereby made binding on, and shall inure to the benefit of, the successors and permitted assigns of the Parties hereto. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER. It is understood, however, that SELLER may assign its interest to the City of Boynton Beach without the prior written consent of PURCHASER. This Agreement may be freely assigned by PURCHASER to a wholly owned or controlled assignee of PURCHASER, and thereafter PURCHASER'S assignee shall be obligated to close the transaction contemplated herein as if such assignee were the original party to this Agreement. Any assignment by PURCHASER to an unrelated party shall be subject to the prior written approval of

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SELLER, which shall not be unreasonably withheld.

16. RISK OF LOSS. In the event the condition of the Property, or any part thereof, is materially altered by an act of God or other natural force beyond the control of SELLER, PURCHASER may elect, as its sole option, to terminate this Agreement and receive a refund of the Deposit and the parties shall have no further obligations under this Agreement, or PURCHASER may accept the Property without any reduction in the value of the Property. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, SELLER shall promptly notify PURCHASER and PURCHASER shall thereafter have the right and option to terminate this Agreement by giving SELLER written notice of PURCHASER's election to terminate within fifteen (15) days after receipt by PURCHASER of the notice from SELLER. SELLER hereby agrees to furnish PURCHASER with written notice of a proposed condemnation within two (2) business days after SELLER's receipt of such notification. Should PURCHASER terminate this Agreement pursuant to this Section, the Deposit shall immediately be returned to PURCHASER and thereafter the Parties shall be released from their respective obligations and liabilities hereunder. Should PURCHASER elect not to terminate, the parties hereto shall proceed to Closing and SELLER shall assign all of its right, title and interest in all awards in connection with such taking to PURCHASER.

17. BROKER FEES. The Parties hereby confirm that neither of them has dealt with any broker in connection with the transaction contemplated by this Agreement.

18. ENVIRONMENTAL CONDITIONS**.** To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

19. SELLER DESIGN APPROVAL. The PURCHASER agrees that the SELLER shall have the right to reasonably approve the design of the Project. PURCHASER has submitted plans to the SELLER, attached hereto as Exhibit "C", which have been approved for submittal to the City for formal site plan approval.

20. DEVELOPMENT TIMELINE. PURCHASER is required to achieve the following items described below in this Section (collectively the "Project Elements"). Achievement of the Project Elements must be documented in writing, and such writing must be provided to the SELLER upon completion of each item.

a. Submission of application to the City for site plan approval for the Project within one hundred twenty (120) days from the Effective Date.

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b. Achievement of site plan approval for the Project from the City within one hundred eighty (180) days of submittal of a formal site plan application to the City of Boynton Beach.

c. Approval of financing for the Project including the construction loan and permanent financing commitment in a form acceptable to SELLER in an amount sufficient to develop the Project on or before receiving site plan approval from the City. PURCHASER shall provide SELLER proof that the permanant financing commitment is either a) signed by an authorized signatory of an accredited financial institution (the "Lender") demonstrating that the Project has been underwritten by the Lender and that Lender intends on financing the Project, or b) that the entity providing the permanent financial commitment has the financial ability to fund the Project and that such entity intends to finance the Project, which proof must be in a form acceptable to SELLER.

d. In the event that the adaptive reuse of the Magnuson House is not possible, then PURCHASER may pursue the removal of the historic designation. PURCHASER must provide notice to SELLER it intends to remove the historic designation at least thirty (30) days before formally initating the process to remove the designation, and must request SELLER remove the requirement that the Project accomplish the adaptive reuse of the historic Magnuson House and propose an alternative Project element, which request SELLER will not unreasonably refuse so long as it furthers the Boynton Beach CRA Redevelopment Plan. If such historic designation is removed, then the Magnuson House may be demolished or moved so long as SELLER has approved an alternative Project element.

e. Submission of construction documents for the Project to the City for a building permit within ninety (90) days of obtaining formal site plan approval. Proof of permit application and applicable impact fees paid will be provided to the SELLER upon submission to the City. Upon City issuance of the building permit a copy will be provided to SELLER.

f. Issuance of a Certificate of Occupancy to be provided within twelve (12) months following building permit issuance.

g. Ribbon cutting ceremony to occur within sixty (60) days of achieving a Certificate of Occupancy.

21. SITE SECURITY. PURCHASER shall develop and implement an effective security program for protection of the Project while construction is in progress at PURCHASER's sole cost and expense. PURCHASER shall secure, protect and be responsible for, and shall provide all necessary or desirable measures for security and protection at and on the Property, and of all materials, supplies, tools and equipment and all other improvements and personal property at the Property or in the vicinity of the Property, whether or not incorporated into the Work (collectively, the "On-Site Property"), including, but not limited to, utilizing fences, gates, cameras, and patrols (which shall include such number of duly qualified guards, on a 24-hour

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basis, as PURCHASER (in consultation with and to the satisfaction of SELLER) shall deem adequate to ensure security of the Property). The PURCHASER shall take any and all precautions that may be reasonably necessary to render all portions of the Work, the site and any adjacent areas affected by the Work secure in every respect, to decrease the likelihood of accidents from any cause, and to avoid vandalism and other contingencies which are liable to delay the Work or give rise to any claims or liabilities. The PURCHASER shall provide all necessary facilities to provide safe means of access to all points where the Work is being performed.

22. DEFAULT WITH REGARD TO PROJECT ELEMENTS. If one or more of the required Project Elements is not achieved as required and/or if the timeline outlined herein is not strictly met, and PURCHASER has not provided SELLER with a written notice explaining the reason or circumstances not under the control of PURCHASER that have prevented PURCHASER from meeting the timeline, and SELLER has not agreed in writing to the same and which approval shall not be reasonably withheld, then (a) if such events are contemplated to occur following the Closing but fail to occur as required, then it shall be a default hereunder and PURCHASER shall be required to reconvey the Property to the SELLER, this Agreement shall be terminated, and SELLER shall be released from any and all obligations under this Agreement and (b) if such events are contemplated to occur prior to Closing but fail to occur as required, then it shall be a default hereunder and treated as provided in Section 13, above. The parties understand and agree that in such instance SELLER shall be entitled to the Deposit in full and final satisfaction of PURCHASER's obligations hereunder. SELLER agrees to work reasonably with PURCHASER in working within the timeframes set forth above, but PURCHASER and SELLER agree that time is of the essence.

22.1 Default After Closing. Failure of the Parties to strictly comply with any of the provisions set forth in this Agreement after the Closing shall constitute a default and breach of this Agreement. If either Party fails to cure the default within (30) days of written notice from the other of its default, then this Agreement may be terminated pursuant to Section 23.17 below.

22.2 Right of First Refusal. PURCHASER hereby grants SELLER a Right of First Refusal for repurchase of the Property which shall be in full force and effect for a period of five (5) years from the date PURCHASER obtains its Certificate of Occupancy. The terms and conditions of this right shall be set forth within the Special Warranty Deed as follows:

a. Should the PURCHASER abandon the Property for any six (6) month period (unless said abandonment is beyond the control of Purchaser) and/or if the Property is not used for a CRA approved use (the approval of which shall not be unreasonably withheld) the SELLER shall provide 30 days written notice to PURCHASER of its right to repurchase the Property at fair market value (as determined by an independent third-party appraisal.), less the December 8, 2021 appraised value of the Property. Thereafter, PURCHASER will provide a general warranty deed to the Property in form and substance acceptable to the SELLER evidencing the reconveyance of the Property to SELLER; and/or

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b. Should PURCHASER receive a written offer to purchase the Property pursuant to a written contract or letter of intent, PURCHASER shall give SELLER notice of the offer by delivering a copy of the contract or letter of intent to SELLER ("Notice") pursuant to the Notice requirements of Section 14 above within two (2) business days of receipt. Within ten (10) days of receipt of the Notice, SELLER shall either waive or exercise its right of first refusal. If SELLER elects to exercise its right of first refusal, SELLER shall, within ten (10) days after receipt of the Notice, deliver to PURCHASER an agreement to purchase the Property on the same terms as set forth in the Notice including the delivery of a deposit (if applicable), and upon receipt by the PURCHASER of the foregoing from the SELLER, PURCHASER and SELLER shall enter into a Purchase and Sale Agreement upon substantially the same terms and conditions as the Notice. If SELLER fails to exercise or waive its right of first refusal in accordance with the terms and conditions stated herein, within ten (10) days after receipt of the Notice, then SELLER's right of first refusal shall be deemed to have been waived. The terms and conditions of this Section shall survive Closing.

23. REFUNDING. Should the PURCHASER sell the Property for a profit within seven (7) years of the Effective Date, PURCHASER shall repay to SELLER an amount equal to all grants or other funding received from the SELLER to effectuate the Project.

24. MISCELLANEOUS.

24.1 General. This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement. Reference to a Section shall be deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement shall be interpreted in accordance with the laws of the State of Florida. The Parties hereby agree that jurisdiction of any litigation brought arising out of this Agreement shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Southern District Court of Florida.

24.2 Computation of Time. Any reference herein to time periods which are not measured in business days and which are less than six (6) days, shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date shall not include the Effective Date in the

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calculation thereof.

24.3 Waiver. Neither the failure of a party to insist upon strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations hereunder, shall be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph shall survive termination of this Agreement and the Closing.

24.4 Indemnification**.** The PURCHASER shall indemnify, save, and hold harmless the SELLER, 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 SELLER, its agents, or its employees, by reason of any property or other 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 PURCHASER or the performance of this Agreement by or PURCHASER's employees, agents, partners, principals, or subcontractors. This paragraph shall not be construed to require PURCHASER to indemnify the SELLER for its own negligence, or intentional acts of the SELLER, 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.

24.5 Insurance. The PURCHASER shall obtain all insurance required by the SELLER and provide proof thereof at least 10 days prior to the start of construction of the Project, and include, along with an executed copy of this Agreement, a Certificate of Insurance ("COI") for comprehensive general liability insurance with a liability limit of at least $1,000,000 per occurrence. Additional bond requirements may be found in "Exhibit B," which is hereby incorporated herein. The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the this Agreement. The SELLER shall be included as "Additional Insured" with respect to liability arising out of services performed by the PURCHASER by or on behalf of the SELLER or acts or omissions of the PURCHASER in connection with providing Contractor Services pursuant to this Agreement. The Certificate must include the following as additional insured parties:

Boynton Beach Community Redevelopment Agency
710 N. Federal Highway
Boynton Beach, Florida 33435

The City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33425

PURCHASER's Initials: _____
SELLER's Initials: _____

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24.6 Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation hereof. Neither this Agreement nor any amendment hereto shall be more strictly construed against any of the Parties. As used in this Agreement, or any amendment hereto, the masculine shall include the feminine, the singular shall include the plural, and the plural shall include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing shall not merge into the Deed.

24.7 Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. The provisions of this Section shall apply to any amendment of this Agreement.

24.8 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by SELLER and PURCHASER shall control all printed provisions in conflict therewith.

24.9 Waiver of Jury Trial. As an inducement to PURCHASER agreeing to enter into this Agreement, PURCHASER and SELLER hereby waive trial by jury in any action or proceeding brought by either party against the other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

24.10 Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, shall be awarded to the prevailing party. However, SELLER's obligation under this section shall not exceed the statutory limits provided within Section 768.28, Florida statutes, and nothing in this Agreement shall be deemed a waiver of SELLER's sovereign immunity rights.

24.11 Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

24.12 No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County, Florida without the prior approval of both parties.

24.13 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, shall survive the Closing, the delivery and recording of the Deed and PURCHASER'S possession of the Property.

PURCHASER's Initials: _____
SELLER's Initials: _____

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24.14 PURCHASER Attorneys' Fees and Costs. PURCHASER acknowledges and agrees that PURCHASER shall be responsible for its own attorneys' fees and all costs, if any, incurred by PURCHASER in connection with the transaction contemplated by this Agreement.

24.15 Public Records. SELLER is public agency subject to Chapter 119, Florida Statutes. The PURCHASER shall comply with Florida's Public Records Law. Specifically, the PURCHASER shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the SELLER in connection with this Agreement;

b. Provide the public with access to such public records on the same terms and conditions that the SELLER would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining and providing public records and transfer to the SELLER, at no cost, all public records in possession of the PURCHASER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the SELLER in a format that is compatible with the information technology systems of the SELLER.

SELLER shall, upon request, provide guidance to PURCHASER as to the public records keeping and reporting duties that are imposed upon PURCHASER as provided above and shall take all steps reasonably required to assist PURCHASER in not violating them. The failure of PURCHASER to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement. If PURCHASER fails to cure the default within seven (7) days' notice from the SELLER the SELLER may terminate the Agreement.

24.16. Termination. The obligations of PURCHASER and SELLER shall terminate upon the earlier of (i) the issuance of the Certificate of Occupancy; or (ii) failure by the PURCHASER to complete the Project before the Completion Date, as described in Section 1, unless extended as provided by written agreement of the parties.

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PURCHASER's Initials: _____
SELLER's Initials: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

PURCHASER:	**SELLER:**
306 NE 6th AVENUE LLC	**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**
_____	_____
Printed Name: _____	Ty Penserga
Title: _____	Title: Chair
Date: _____	Date: _____
WITNESS:	WITNESS:
_____	_____
Printed Name: _____	Printed Name: _____

Approved as to form and legal sufficiency:_____
CRA Attorney

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PURCHASER's Initials: _____
SELLER's Initials: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 13 and 14, ORIGINAL TOWN OF BOYNTON BEACH, according to the Plat thereof as recorded in Plat Book 1, Page 23 of the Public Records of Palm Beach County, Florida.

Said lands situated in the City of Boynton Beach, Palm Beach County, Florida and containing 13,936 square feet (0.32 acres) more or less

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EXHIBIT "A"

BOND REQUIREMENTS

(To be Inserted)

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PURCHASER's Initials: _____
SELLER's Initials: _____

EXHIBIT C

CONCEPTUAL DESIGN PLANS

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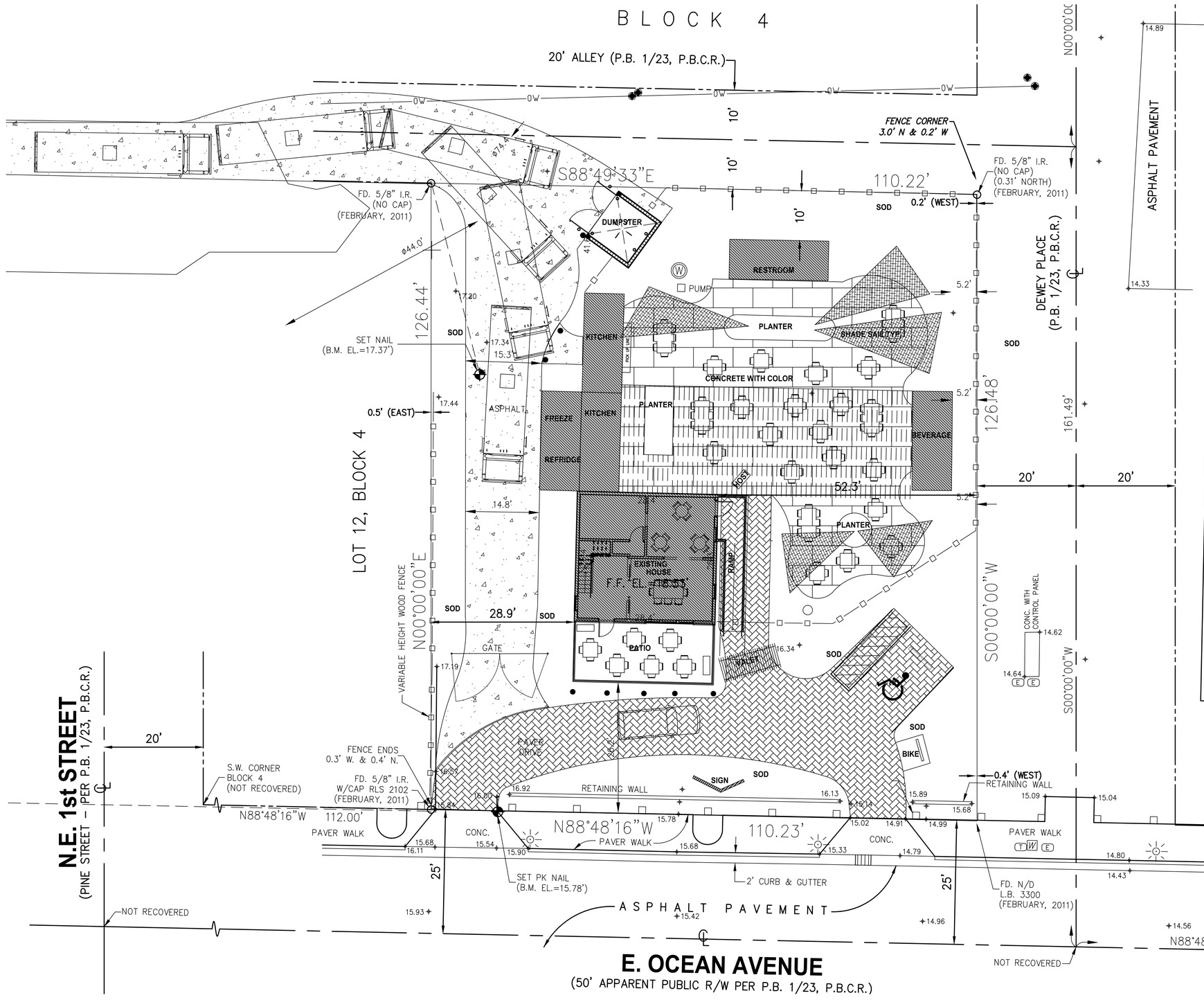

Location Map

NTS

LOCATION:

-BOYNTON BEACH, FL

PROPERTY CONTROL NUMBER:

-08-43-45-28-03-004-0130

LEGAL DESCRIPTION

-TOWN OF BOYNTON LTS 13 & 14 BLK 4

ZONING ORDINANCES:

AGREEMENT WITH THE CRA TO UTILIZE THE CRA PARKING LOT AT THE CORNER OF

NE 1ST AVENUE AND NE 1ST STREET (WITHIN THE 500 FOOT DISTANCE ALLOWED UNDER THE OCEAN AVENUE OVERLAY ZONE REGULATIONS).

- SEATING CAPACITY:181 SEATS

182/2.5 = 73 PARKING SPACES

- OCEAN AVENUE OVERLAY ZONE ALLOWS A REDUCTION OF 50%

PARKING CALCULATIONS (1 PER 2.5 SEATS)

AGREEMENT WITH THE CRA TO UTILIZE THE CRA PARKING LOT AT THE CORNER OF

NE 1ST AVENUE AND NE 1ST STREET (WITHIN THE 500 FOOT DISTANCE ALLOWED UNDER THE OCEAN AVENUE OVERLAY ZONE REGULATIONS).

MINIMUM LOT FRONTAGE: 50 FEET BUILD TO LINE:

FRONT: 5FT TO 15FT

CORNER SIDE: 5FT TO 15FT

MINIMUM YARD SET BACKS:

-REAR:10FT

ABUTTING: RESIDENTIAL DISTRICT: 20FEET

- INTERIOR SIDE: 7.5 FEET

ABUTTING: HISTORIC STRUCTURES: 10 FEET

- MAXIMUM LOT COVERAGE: 65%
- MAXIMUM STRUCTURE HEIGHT: 35'-0"

Call 48 hours before you dig

It's the law! 1-800-432-4770

sunshine state one call of florida, inc.

GRAPHIC SCALE 0 5 10 20 30 1" = 10'

REVISIONS	DATE	BY
FILE NAME: BRTBSITE		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

211 EAST OCEAN AVENUE

SITE PLAN

BOYNTON BEACH FLORIDA

DATE	07/30/21
DRAWN BY	GAH
F.B./ PG.	--
SCALE	1/20

SUBMITTED BY—

G. ALLAN HENDRICKS
LANDSCAPE ARCHITECT
No. LA6666974
STATE OF FLORIDA
—FOR THE FIRM—
DATE Aug 31, 2021

JOB #	9603
SHT.NO.	SP-1
	OF 1 SHEETS

Location Map

NTS

LOCATION: -BOYNTON BEACH, FL

PROPERTY CONTROL NUMBER:

-08-43-45-28-03-004-0130

Landscape Principles for Site Development:

Preserve Large Trees in Front and back of property.

Relocate Palms as able.

Large Shrubs and Palms to Screen Structures.

Fencing for Security.

Use flowering native shrubs.

Tropical look with mixed textures.

REVISIONS	DATE	BY
FILE NAME 8610SITE		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

211 EAST OCEAN AVENUE

LANDSCAPE PLAN

BOYNTON BEACH FLORIDA

DATE	07/30/21
DRAWN BY	GAH
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G. ALLAN HENDRICKS
LANDSCAPE ARCHITECT
No. LA6666974
STATE OF FLORIDA
-FOR THE FIRM-
DATE Aug 31, 2021

JOB # 9603

SHT.NO. LP-1

OF 1 SHEETS

211 E OCEAN AVENUE

1 SOUTHEAST VIEW
A-15.3

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

1 A-15.1 SOUTHWEST VIEW

211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

Vice Chair Hay moved to approve the Consent and Funding agreement. Board Member Penserga seconded the motion. The motion passed unanimously.

Chair Grant asked for a motion for the Subordination agreement.

Motion

Vice Chair Hay moved to approve. Board Member Penserga seconded the motion. The motion passed unanimously.

16 C. Discussion and Consideration of a Purchase and Development Agreement with 306 NE 6th Avenue, LLC for CRA-Owned Property Located at 211 E. Ocean Avenue *(Heard out of order)*

Ms. Shutt explained the item is for the Board to review the Purchase and Development Agreement forwarded to Mr. Barber. He and his partner submitted documentation for the 211 E Ocean Avenue property known as the Magnuson House. It is for an entity named 306 NE 6th Avenue LLC. Staff is waiting for Mr. Barber to provide documents how the Barber family will be part of the entity. The Board approved this to move forward with the Agreement to ensure they assist a local Boynton business to operate a new container restaurant concept on the site. Staff has some information, but needs minor authorization from Mr. Mayo as he is the officer of the new entity and staff needs documentation that $1M in funding from Mr. Mayo will be dedicated to the project to move it forward. The CRA wants comments from Mr. Barber and partner about issues they may have with the Purchase and Development agreement. Since the Agreement dictates the property will not be turned over until renovations were complete, so site protection and indemnification measures are needed. They are contained in the agenda item cover.

Chair Grant was concerned the Letter of Intent was with the Barber Family LLC. Mr. Barber explained they applied for the 211 E Ocean Avenue LLC in September, but the State was backlogged and there was another corporation they decided to use in its place and he forgot to send it to Ms. Shutt He did have documents that show the Barber family and Mr. Mayor joined. Chair Grant noted it lists Mr. Mayo as the manager and he wanted to ensure Mr. Barber was a member. Staff got the financials from Mr. Mayo indicating he has the means to cover $1M, but staff wants to ensure the contribution to the project is dedicated to the project site. The CRA has the right of first refusal and there is a reverter in place until completion. Mr. Barber is a 50% owner. Chair Grant suggested approving it subject to Legal review and approval of Mr. Barber's ownership documents and approval of ownership and the attorney will weigh in for the indemnification of the 306 LLC, site restoration language, bonding, insurance and financing. They are standard provisions in an agreement and there is language the CRA retains an ownership interest.

Motion

Board Member Penserga moved to approve the amended agreement subject to review by Legal. Vice Chair Hay seconded the motion.

Chair Grant opened public comment.

Mr. Mignoli commented he thought Board Member Romelus would be directly involved as the project is in District III. He thought when there is development in a district, there is a Commissioner. He asked why the public, if they ask questions or find something out from the lawyer or City Clerk, is not involved in the process. He commented they do not know anything until they meet and the Board just approves everything.

Mr. Barber stated he is a life-long city resident. He submitted this project in June and it has been on the agenda multiple times. If the public had comments like Mr. Fitzpatrick and Kim Kelly did, these people made public comments about his project. The idea that this is something underhanded or slighted was disrespected. Mr. Mignoli thought the only good thing is these meetings are recorded and the Board allows applicants go after people who have questions.

No one else coming forward, public comment was closed.

Vote

The motion passed unanimously.

13. Pulled Consent Agenda Items

14. CRA Projects in Progress

A. Art Walk Event Recap

Ms. Coppin presented a recap as contained in the meeting materials. There was rain which affected attendance, but overall, it was a very nice event and Rolando Barerra was happy with the event and the additional exposure. The CRA assisted with advertising the event and providing logistical support for lawn maintenance, cleaning the event site, and booking the entertainment . The Map Dance Theater performed, there was a unique DJ and they procured light towners, Port-O-Lets and tents The CRA will provide additional social media assistance to Mr. Barerra again The CRA added additional light towners on Industrial Avenue, but additional lighting was still needed. There was off-site parking and a trolley service, but the majority of attendees did not use it. She also spoke with the Police Department regarding traffic control or a crossing guard and they approved money for Southern Golf Carts and will see if they can help with shuttles for CRA events.

B. Rock the Plaza at Ocean Palm Plaza Event Recap

CRA BOARD MEETING OF: March 9, 2022

OLD BUSINESS

AGENDA ITEM: 16.C.

SUBJECT:

Discussion and Consideration of a Purchase and Development Agreement with 306 NE 6th Avenue, LLC for CRA-Owned Property Located at 211 E. Ocean Avenue

SUMMARY:

At the December 14, 2021 CRA Board meeting, the CRA discussed the following terms for the purchase and development of the 211 E. Ocean Avenue property by the Barber Family Companies, LLC and its partner, Mr. Rodney Mayo (see Attachment I):

- A new Limited Liability Company, 211 E OCEAN LLC, will be created for this proposal which will consist of the Barber Family Companies, LLC and its partner (Mr. Rodney Mayo)

- 211 E OCEAN LLC has committed to $1,000,000 in private investments for the cost of the renovation of the historic Magnuson House ($450,000), the shipping container structures for the new restaurant concept, include restrooms and ancillary structures ($240,000), and site work and other miscellaneous costs ($310,000) for the conveyance of the property to 211 E OCEAN LLC
- 211 E OCEAN LLC will provide documents confirming the demonstrated financial capability of the guarantor (Mr. Mayo) to fund the $1,000,000 project
- A deed restriction for the restaurant use will be placed on the property for a minimum of 20 years
- The right of first refusal will be in place for the repurchase of the property should 211 E OCEAN LLC receive a written offer to purchase the property within five years after receiving a Certificate of Occupancy
- A reverter clause that shall run with the property until project completion and the issuance of a Certificate of Occupancy for the Project to protect public interest for the land
- CRA Board support the removal of the Magnuson House historic designation as part of the development review process (see Attachment II)
- Title transfer to occur only upon completion of the project

Outstanding Requested Items:

Items listed below were requested by CRA staff on multiple occasions to finalize the Draft Purchase and Development Agreement and evaluate the financial capacity of the partners (see Attachments III and IV).

- Final legal documents establishing the business and connecting Mr. Mayo to the Barber Family Co, LLC, including the partnership structure. The corporate documents submitted on March 2, 2022, for 306 NE 6th Avenue LLC does not show ties to Mr. Barber or the Barber Family Companies, LLC (see Attachment V)
- Credit authorization for Mr. Mayo as an individual and as an officer of the 306 NE 6th Avenue LLC
- Documentation that the $1,000,000 in funding from Mr. Mayo is dedicated to the project and any funding conditions should the project fail
- Comments to the Purchase and Development Agreement initially presented to the CRA Board on January 10, 2022, and updated on February 17, 2022, for consistency with Board direction

Purchase and Development Agreement Updates:
Since title to the property will not be transfer until the renovation is completed, the contractors hired by Mr. Barber or Mayo will be working on the property and the BBCRA will be required to provide consent to all City applications and the following needs to be incorporated into the Purchase and Development Agreement. CRA staff discussed these items with Mr. Barber and he has indicated that he will review this with Mr. Mayo:

- Indemnification language
- Site security and protection measures
- Site restoration language
- Insurance and bonding requirements
- Right of First Refusal as described above per Board direction
- Reverter language may not be required if land transfer will not occur until project completion

As of March 4, 2022, the outstanding items have not been provided to the CRA. Staff recommends that the Board not move forward with the Purchase and Development Agreement (see Attachment VI) until the requested items have been submitted for review.

FISCAL IMPACT:
To be determined by the Board.

CRA PLAN/PROJECT/PROGRAM:
2016 CRA Community Redevelopment Plan

CRA BOARD OPTIONS:
To be determined based on Board discussion.

ATTACHMENTS:

	Description
🗋	Attachment I - Background Information from December 14, 2021 CRA Board Meeting
🗋	Attachment II - December 14, 2021 and January 10, 2022 Meeting Minutes
🗋	Attachment III - December 21, 2021 Email Request for Guarantor's Information
🗋	Attachment IV- February 17, 2022 Request for Documents
🗋	Attachment V - March 3, 2022 Request for Documents
🗋	Attachment VI - 306 NE 6th Avenue, LLC Draft Purchase and Development Agreement

shocked. He explained maybe he made the right or wrong decision, but all his life with his crew and team, he tells them to try to live a life you want and help people to have a better life. After hearing what he heard, he is happy. Azur is out. They have never thought about flipping a property. He implored all to be serious. Making money was not what this project was about, it was for the people and community. The development is serious and about people. He commented he was not going on trial here. He thought plenty of developers would come to the City and they did not need one more project. Their plate is full, and they only need one more project that serves the community. He wished the Board luck. He explained it will be tough for his team to withdraw, but it was the first time he was doing so. He will have a special meeting of the group with all the members. He was sorry for Mr. Gotsman and Ms. Shutt and the Board members, but this was not the way he works. When he helps people in Pompano Beach, he does not ask for anything back, just respect, and tonight had a very disrespectful approach. He thanked the Board for their support and reiterated the project is done.

Attorney Duhy recommended either approving the development agreement with amendments or terminate negotiations with Azur Development and terminate the RFP. Chair Grant noted the developer terminated the agreement first and questioned if the Board still needed to make the motion and learned they did.

Motion

Board Member Katz moved to terminate negotiations with the developer. Vice Chair Hay seconded the motion. The motion passed 3-2 *(Chair Grant and Board Member Romelus dissenting.)*

E. Discussion and Consideration of a Purchase and Development Agreement with 211 E Ocean LLC for CRA-Owned Property Located at 211 E. Ocean Avenue

Ms. Shutt presented the item and advised Mr. Barber is working on getting the Board the needed information. Board Member Katz asked if there was any additional information about shipping containers. Ms. Shutt responded the last meeting with Mr. Barber and staff was very positive based on the site and historical aspects. They are in favor as long as Code requirements are met. She did not think there would be any objections, which she could get in writing from the Development Department and any other items that may be detrimental to the concept. Board Member Katz commented he appreciated a real time update. He also noted there was a request to remove the historic designation and advised he felt it was not historic. Even the local designation was created primarily for the pursuit of funds for restoration and designation.

In order to remove the historic designation, it would have to go to the City Commission and Board Member Katz requested they ask the City Commission to remove it. Ms. Shutt stated aesthetically it is not a big proposal to change. Board Member Romelus supported changing the designation. Currently, the outdoor dining room has to have an outdoor design and porch area and they need to restrict some of the new improvements

behind the building. The building would be restored, but needed to meet Code. Chair Grant did not want the Board want to remove the designation.

Motion

Board Member Katz moved to pursue removal of the historic designation. Board Member Romelus seconded the motion.

Mike Rumpf, liaison to the Historic Resource Preservation Board, commented designation is not a stumbling block to development. Chair Grant commented if they remove the designation and sell it to someone else, they can change their mind and tear it down. Mr. Rumpf agreed. The review process has a recommendation from the Board.

Vote

The motion passed 4-1, *(Chair Grant dissenting.)*

F. Discussion and Consideration of a Request from South Florida Marine to Amend the Purchase and Development Agreement

Ms. Shutt presented the item. There is $50,800 to be used for job creation, amounting to 12 full-time or 24 part-time jobs or a combination thereof, Ms. Woods requested staff bring it up to the Board to draw some of the funds down.

(Board Member Romelus left the dais at 8:05 p.m.)

Ms. Shutt explained South Florida Marine is finding they are having a hard time hiring employees. Chair Grant would give another extension as COVID impacted businesses, but he did not think they should do so for private businesses.

Mr. Woods has been on LinkedIn, Facebook, and South Tech trying to recruit new employees to the dealership. They are a drug-free employer and some employees do not show up. Their employees are working over-time and it is difficult. They had previously received a one-year extension to November 2022. Board Member Katz was not opposed to granting an extension if it appears the next 10 months would not yield any new hires. He does not support deviating from the original use to create jobs and did not feel he needed to weigh in on it. He did not support the request at this time. There are specific things in the agreement they have to maintain.

(Board Member Romelus returned to the dais at 8:11 p.m.)

Chair Grant noted it was a reimbursement grant so as soon as they have someone working there for what the term states, they can apply for the money based on that information being given to the CRA. Ms. Shutt did not see in the current agreement the

CRA BOARD MEETING OF: January 10, 2022

OLD BUSINESS

AGENDA ITEM: 16.E.

SUBJECT:

Discussion and Consideration of a Purchase and Development Agreement with 211 E OCEAN LLC for CRA-Owned Property Located at 211 E. Ocean Avenue

SUMMARY:

At the December 14, 2021 CRA Board meeting, the CRA discussed the following terms for the purchase and development of the 211 E. Ocean Avenue property by the Barber Family and its partner, Mr. Rodney Mayo (see Attachment I):

- A new Limited Liability Company, 211 E OCEAN LLC, will be created for this proposal which will consist of the Barber Family and its partner (Mr. Rodney Mayo)
- 211 E OCEAN LLC has committed to $1,000,000 in private investments for the cost of the renovation of the historic Magnuson House ($450,000), the shipping container structures for the new restaurant concept, include restrooms and ancillary structures ($240,000), and site work and other miscellaneous costs ($310,000) for the conveyance of the property to 211 E OCEAN LLC
- 211 E OCEAN LLCA will provide documents confirming the demonstrated financial capability of the guarantor (Mr. Mayo) to fund the $1,000,000 project
- A deed restriction for the restaurant use will be placed on the property for a minimum of 20 years
- The right of first refusal will be in place for the repurchase of the property should 211 E OCEAN LLC receive a written offer to purchase the property within five years after receiving a Certificate of Occupancy
- A reverter clause that shall run with the property until project completion and the issuance of a Certificate of Occupancy for the Project to protect public interest for the land
- CRA Board support the removal of the Magnuson House historic designation should the renovation be too cost prohibitive
- Title transfer to occur only upon completion of the project

On December 21, 2021, CRA staff requested outstanding documents that is necessary to finalize the attached draft Purchase and Development Agreement (see Attachment II). As of January 6, 2022, the outstanding items have not been provided to the CRA. Staff recommends that the Board not move forward with the Purchase and Development Agreement (see Attachment III) until the requested items have been submitted for review.

FISCAL IMPACT:

To be determined by the Board.

CRA PLAN/PROJECT/PROGRAM:

2016 CRA Community Redevelopment Plan

CRA BOARD OPTIONS:

To be determined based on Board discussion.

ATTACHMENTS:

	Description
🗋	**Attachment I - Background Information from December 14, 2021 CRA Board Meeting**
🗋	**Attachment II - December 21, 2021 Email Request for Guarantor's Information**
🗋	**Attachment III - 211 E OCEAN LLC Draft Purchase and Development Agreement**

spoke about utilities and whether they would be willing to hold training sessions and the response were so positive they will get a program together. Parking would not be increased as they were training one person at a time. If they did one training a year, at $50K a year, with five years would add about $7.5M in revenue. He feels he owes a lot for Boynton Beach, but did not want to withdraw. Chair Grant noted they have future developments coming in and they want to speak to the developer as the CRA has tenants for them. In Casa Costa, most of the tenants are no longer there. The CRA has to be mindful when working with developers that commercial tenants on the first floor have access to the customers, and with Mr. Barden having office space, he hoped to help them with new office space. There are office condo's but he did not know if they were for sale. Mr. Barden advised they are visible and a training facility would be a regional facility attracting a lot of people to the City. He will be involved in the CRA and investigating properties, but they must move fairly soon. Chair Grant commented Seacrest Boulevard may be able to accommodate a commercial office in a residential area. He hoped the City Commission could look into that to allow office commercial zoning along arterial roads. Chair Grant stated Mr. Barden can make his request for an extension of more than 90 days in January if the Board owns the Oyer property.

I. Discussion and Consideration of a Letter of Intent from the Barber Family Companies LLC for CRA-Owned Property Located at 211 E. Ocean Avenue

Ms. Shutt advised in November this item was postponed to allow the applicant to meet with the staff and discuss terms. The Board's direction was to either pursue a lease agreement or a purchase and sale. Mr. Barber gave terms after their meeting on November 12th, and he proposed to acquire the 211 E. Ocean Avenue property for $420K. He would need a $50K CRA Commercial Improvement Grant for a new container restaurant concept, and $200K in TIF. He provided a letter from an investor, Rodney Mayor, who states he can fund a $1M in renovate the Magnuson House, which would cost about $420K to convert to a restaurant use and there is a $240K cost for the shipping containers, which includes mechanical, electrical and anything else needed to convert them to restrooms, a bar, a store and kitchen. The remaining costs would be miscellaneous site costs for outdoor seating, parking as needed and delivery needs. Originally there were in-kind costs to provide free meals to the homeless and children, which were not needed as the project would be fully funded, but the CRA asked for the entity the CRA would contract with. He provided copies of his application to the Division of Corporation for the 211 E. Ocean property. Staff commented the request for TIF is small and the CRA could probably budget for it, but they feel with Mr. Mayo as a guarantor, the CRA would need to ensure they vet Mr. Mayo as he is not a traditional lender and he would be a party to the agreement as the guarantor.

Mr. Barber confirmed Ms. Shutt's comments and advised Mr. Mayo was present. They want to revitalize the property and make it a destination. He had conceptual drawings based on meetings with the Building Department.

Chair Grant stated the Board had prior concerns about risk if the project does not go through. The CRA is selling the property for $240K less a $50K economic development grant and $200K in TIF, so is not getting $240K as it would be given back to the developer over time. Mr. Barber commented, based on conversations with staff, it would be cumbersome and the CRA Board, as a whole, would have to direct staff and other resources to manage the offering of services as the CRA would have to tally Mr. Barber's provided in-kind services. Chair Grant agreed. There was certain TIF payments in the past for affordable housing, and if they did not include affordable housing, they did not get TIF. Mr. Barber's proposal would save the Magnuson House, but it does not include parking as parking attaches to the Town Square parking. Chair Grant asked if they could sell the building with parking in the Town Square and learned they could. Thirty parking spaces would be attached to this site. It is tied into the Town Square, but Planning and Development Staff advised there were recent zoning changes to accommodate redevelopment of parcels and there could be a minimal amount of parking required for this parcel. She had to defer to Planning and Development staff about parking as it is lacking without parking in the garage.

Rodney Mayo, part of the Subculture Group, advised they have 16 restaurants, bars and coffee shops between Jupiter and Miami. This restaurant would be a partnership. It would fall under the Subculture Group, and the buildout would be a business loan. Chair Grant asked if the loan was be secured by the property or under Mr. Barber as a guarantor. Mr. Mayo responded it would go to the property. If Mr. Barber gets the property and the business does not go through, Mr. Mayo could foreclose on the property and end up owning it. Mr. Mayo explained they are partners in the restaurant as well as the property and it is a joint venture. The title does not transfer until the renovations to the property are done and they receive their Certificate of Occupancy.

Chair Grant commented the CRA spent $850K for the property and it is currently appraised for $800K. They want to protect the taxpayers. They want to sell the property and have assurances they have a restaurant because they had bad experiences selling property for restaurants. Mr. Barber wants to activate the space. Anything besides that is way beyond what they want to do. In the foreseeable future, barring major disasters, there will be a restaurant on Ocean Avenue. Ms. Shutt explained they have submitted a timeline for the development agreement, similar to the Boynton Beach office condo, which was 14 months from the time they submit application . It will have a different timeline that can be worked into the terms by dates and not by months. Allen Hendricks, site planner, explained they have two seasoned restauranteurs, they are not going on the development side to be dragging their heels. Chair Grant explained the reason why the CRA has the property is they gave it away twice and the reverter clause came back because those restauranteurs could not make it work. Chair Grant asked if they checked on the impact fees from a single-family residential building to commercial. The County knows about impact fees because the former owner tried to expand a restaurant and it cost over $100K. They got a structural engineer to clarify how much money and work to do on the house itself and he suggested they add that to the cost. They know the cost of most of the rest.

Board Member Penserga spoke about this project before and asked what happens if it does not work out. Mr. Mayo responded the investment in the property is the sustainable factor to ensure it will be a restaurant. Once improvements are made, it is a restaurant. If the restaurant is unsuccessful, it would still be a restaurant. Mr. Mayo explained he owns the Dada eatery. They are expanding and opening six restaurants in the next 12 months. That takes precedence. He advised he is a history buff having renovated the original Salvation Army building and he likes renovating old buildings.

Mr. Mayo was comfortable with 14 months from permit issuance to build out and then open eight months after issuance. Board Member Katz supported moving forward and did not object to giving the land. He wanted some provisions, such as a deed restriction, if they get the parcel behind it. He wanted a right of first refusal if they decided to sell within a certain number of years after opening. They cannot sell for a certain amount of time and any incentives, if sold he wanted the CRA to be able to recoup. He also praised Board Member Romelus as she wanted to provide the land.

Chair Grant asked if the Magnuson House had a historical designation and learned it was under Local Historic designation. To remove the designation, it has to go before the Historic Resource Preservation Board and the City Commission. Chair Grant asked if they want the $240K up front or as a contingency as they are asking for an Economic Development grant and TIF, which means the Board can oversee what is done in the next five years. he thought it made more sense to sell the property as it is, with the best-case scenario and then giving it back to them over the next few years. He asked for Board input and hoped to have a first draft in January and signed in February.

Board Member Katz asked where the Board stands with the City regarding the use of shipping containers. Ms. Shutt responded the City is open to the concept, but more details are needed. It respects the existing historical structure. If there is a porch or other appurtenances to the structure, it must keep with the period and complement the existing structure. They requested any new structure be in the rear. They must meet the site development requirements with respect to access, parking and renovation of the building be subject to the Building and Fire Codes.

Board Member Katz advised the applicants not to let staff force them to rewrite major aspects of the project until the CRA or City Commission has seen it. It was important they should make sure the Board sees the actual proposal before staff says they cannot do something.

Motion

Board Member Penserga moved to accept the Letter of Intent and direct staff to come back with a Purchase and Sale Agreement with a few options and research how much the impact fees would be. He suggested sun shades may not be the best to aspect to keep things within the time frame. Vice Chair Hay seconded the motion.

Attorney Rossmell sought direction on the motion. Chair Grant appreciated the offer of $240K for the Board to redistribute back, but the Purchase and Sale agreement could have restrictions, certain design features could be included, and to allow them to apply for the $50K Economic Development Grant. Mr. Barber requested confirmation they just go into agreement that is deeded to them for other considerations and other improvements on the property. There were no online comments received.

Vote

The motion passed unanimously.

J. Discussion and Consideration of Lease Terms with C Life C Food, Inc. for the CRA-owned Property located at 401-407 E. Boynton Beach Boulevard

Ms. Shutt stated last month there was a deadline for staff to give the current draft by the 19th and Mr. Collins to respond back with comments on the lease agreement by December 3rd. They have the latest comparison to what Mr. Collins suggested which she reviewed. Mr. Collins had comments that were not part of the original agreement. Staff only agreed with two comments as they are leasing the property below market rent and in return they are trying to support a Boynton Beach business operate in the City, which were items 15 B.4 and item 15. C. Staff recommended the Board reject the other changes. Staff is also still waiting for the commitment from the funder (investor) Mr. Collins alluded too, to be able to make the improvements and activate the use. Staff was also supposed to forward a timeline for the completion of the CRA's part of the parking lot. This has been incorporated into the draft agreement. Staff does not recommend moving forward unless they have all the items they requested.

Board Member Katz commented the request for financing needs to be fulfilled by the next meeting. If there is no documentation for the tenant to fund the project, this is all a waste of time. He thought when they left the last meeting they finalized the terms conceptually, and now there is another list of 15 or 20 recommendations. He supports the two agreed on changes that staff reviewed and that is it. He wants to see the financing and move forward with it.

Mr. Collins commented they got the funding themselves for the improvements and they can supply that information and the commitment letter. The next step was to receive a new draft copy of the lease, which was submitted at the last minute. In reference to the sub-leasing and subletting, it was discussed with the Board Chair regarding considering the Surfing Hall of Fame and he had no issue taking the subleasing out. He had no feedback on what they submitted and none of that was brought to his attention that it was needed for this meeting. Mr. Collins took exception to the CRA reaching out to his architect and receiving drawings that he paid for without his permission. He wanted to move forward and noted the CRA gave a nine-month window for the parking lot. He was amenable to what the CRA wanted to do. Board Member Katz explained the CRA was

CRA BOARD MEETING OF: December 14, 2021

OLD BUSINESS

AGENDA ITEM: 16.I.

SUBJECT:

Discussion and Consideration of a Letter of Intent from the Barber Family Companies LLC for CRA-Owned Property Located at 211 E. Ocean Avenue

SUMMARY:

On June 8, 2021, the CRA Board reviewed and discussed the Letter of Intent (LOI - dated May 27, 2021) from The Barber Family Companies LLC, to engage in discussions for the acquisition and redevelopment of the CRA owned property located at 211 E. Ocean Avenue (see Attachments I & II).

The CRA Board tabled the item and directed CRA and City staff to meet to discuss the proposed use of the property for a restaurant concept with up to six shipping containers (see Attachment III).

On June 22, 2021, CRA and City staff reviewed the requests outlined in the LOI as follows: Existing building on site to be used for interior seating, no cooking or food preparation conducted inside the existing residential structure; a new patio deck on the east side of the property to accommodate 200 guests and the use of six (6) repurposed shipping containers to act as the required restrooms and kitchen. City of Boynton Beach Planning and Development staff indicated that parking requirements have been reduced to facilitate smaller redevelopment sites. However, in order for staff to provide comments for the proposed shipping container restaurant concept which includes the adaptive reuse of the historic Magnuson structure, additional information and a conceptual plan will need to be submitted for review.

CRA informed Mr. Barber of the results of the CRA/City staff meeting and Mr. Barber assembled a consulting team to develop a conceptual plan and associated development costs to supplement the May 27, 2021 LOI.

At the July 13, 2021 meeting, the CRA Board accepted the Letter of Intent from The Barber Family Companies, LLC and directed staff to issue a 30-day Public Notice of Intent to Dispose/Lease the property in accordance with the CRA's Policy for Processing Letters of Intent (see Attachments IV and V). The 30-day notice period ended on August 19, 2021.

On September 2, 2021, Mr. Barber submitted additional documents to support the LOI which includes the following (see Attachment VI). Staff's comments to the proposal is provided in Attachment VII. At the September 14, 2021 CRA Board meeting, the Board directed staff to continue to negotiate with the

Barber Family for either a lease or purchase agreement to be considered by the Board (see Attachment VIII). The Board was also considering four other LOIs from other interested parties at the same meeting and allowed those entities to submit additional information for the November 9, 2021 CRA Board Meeting therefore would like the Barber Family to come back at the same time.

At the November 9, 2021 CRA Board meeting, all LOIs were withdrawn except for the FTC LOI for a professional engineering and GIS training office. Due to technical difficulties, FTC was not able to present virtually and the Board tabled the discussion the additional LOIs until the December 14, 2021 CRA Board meeting. Mr. Barber also requested a postponement to the December CRA meeting due to a personal emergency.

Staff continued to work with Mr. Barber and his team on this LOI. On November 12, 2021, staff met with Mr. Barber to arrive at the following terms for a Purchase and Development Agreement for consideration by the Board (see Attachment IX). The Barber Family is proposing the following terms:

- To acquire the 211 E. Ocean Avenue property for $240,000
- $50,000 in Commercial Improvement Grant from the CRA to go towards a new container restaurant
- $200,000 in TIRFA funding
- Providing $1,000,000 in private investments for the cost of the renovation of the historic Magnuson House ($450,000), the shipping container structures for the new restaurant concept, include restrooms and ancillary structures ($240,000), and site work and other miscellaneous costs ($310,000)
- A new Limited Liability Company, 211 E Ocean LLC, will be created for this proposal which will consist of the Barber Family and its partner (Mr. Rodney Mayo)
- A timeline of 14 months has been submitted from Site Plan Application Submittal to activation of the restaurant use

Supportive documents for the proposal are included as Attachment X and the appraisal report for the 211 East Ocean Avenue property is added as Attachment XI.

FISCAL IMPACT:

To be determined by the Board.

CRA PLAN/PROJECT/PROGRAM:

2016 CRA Community Redevelopment Plan

CRA BOARD OPTIONS:

To be determined based on Board discussion.

ATTACHMENTS:

Description

- **Attachment I - Aerial Map of 211 E. Ocean Avenue**
- **Attachment II - Letter of Intent, The Barber Family Co, LLC**
- **Attachment III - June 8, 2021 CRA Board Meeting Minutes**
- **Attachment IV - July 13, 2021 CRA Board Meeting Minutes**
- **Attachment V - CRA Policy for Processing LOI**
- **Attachment VI - September 2, 2021 Additional Documents**
- **Attachment VII - Correspondences to Mr. Barber**
- **Attachment VIII - September 14, 2021 CRA Meeting Agenda and Minutes**
- **Attachment IX - November 12, 2021 Meeting Notes**
- **Attachment X - Barber Family 211 E. Ocean Avenue New Container Restaurant Concept Supportive Documents**
- **Attachment XI - December 8, 2021 Appraisal Letter for 211 E. Ocean Avenue**

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created by: PBC Property Appraiser

August 6, 2015

The Barber Family Co LLC

TROY'S BARBEQUE

1920 S Federal Hwy Boynton Beach FL 33435 561-777-4934 www.BBQTroys.com

May 27, 2021
Michael Simon
Executive Director Boynton Beach Community Redevelopment Agency
100 E Ocean Ave 4th Floor,
Boynton Beach, FL 33435

Re: Notice of Intent to engage in discussions for historic property 211 E Ocean Ave

Dear Mr. Simon

The purpose of this letter is to notify the intent of The Barber Family Co LLC as well as The Davis Family Co LLC in acquiring the property at 211 E Ocean Ave Boynton Beach FL 33435. Our companies would like to work with the city as well as the CRA to develop this property into what can be a staple of the downtown district. We intend to develop the property and make the interior of the historic site seating only. No cooking or food prep will be done inside of the historic home to preserve its historic nature and charm. In addition we look to with the permission of the CRA and the historic preservation board develop an east facing patio deck area with seating and an outdoor bar area. To accommodate the need for restrooms as well as the kitchen we propose modifying four to six shipping containers and repurposing them to be restrooms as well as a fully functional kitchen with the capacity to service up to 200 guests at one time. With either a grant from the CRA or in lieu of the grant a land deed agreement with restrictions to only resale to the CRA we feel we can complete this project within 12-18 months from the first date structural repairs would begin. We look forward to scheduling a meeting with you to discuss the next steps.

Sincerely,

Anthony Barber
Troy's BBQ
The Barber Family Co LLC
The Davis Family Co LLC

Board Member Romelus moved to approve. Vice Chair Hay seconded the motion. The motion passed unanimously.

Board Member Romelus asked if staff considered a counter offer for the property. Mr. Simon explained they did, but the Board voted to stay at the $275K.

Regarding the 115 N 4th Avenue, a counter offer was made and the Board wanted the cap to be $275K. Buying the property would add two additional units. The park is inside the project, but there are two or three homes to the west of Ms. McIntosh and an entrance road to the east of the homes. The price offering is above appraised value, but within a reasonable and previously approved amount. They are fair prices. This property is 2,500 square foot bigger and the house is about 300 square feet larger.

B. Discussion and Consideration of a Letter of Intent from the Barber Family Companies LLC for CRA-Owned Property Located at 211 E. Ocean Avenue

Chair Grant did not want to accept the Letter of Intent because of all the requests for outdoor kitchens next to residences. He would rather have a barbeque-themed event in the CRA District to help promote the restaurants. Mr. Simon explained they would bring plans to the Board during the budget in July.

Board Member Katz thought they should direct staff to reach out and advised he supports looking into this because the applicant has a good track record, but they have to think of what to do with the building. He wanted to explore it noting the building would not be demolished and it is too expensive to move. The applicant has been inside the building and has plans for restaurant renovation. He had copied Planning and Development on the LOI and met with them previously to convert the house in a similar matter to what Shovel Ready had proposed in the past. When he got the LOI with the included shipping container idea, Mr. Breese contacted him and asked if he was aware of the idea and Mr. Simon was not. Staff can begin to have a discussion with city staff if they do not want to tie it to the property at 211 E. Ocean Ave. It was noted Mr. Barber is no longer on the CRA Advisory Board.

Board Member Romelus noted the LOI indicated he would not cook or food prep and learned it would not be done in the house. A lot of what would typically have to be been redone on the interior would not be done, avoiding a lot of Code and LDR upgrades to the building. There was a lot of information he would like to get.

Chair Grant wanted to direct staff to explore the proposal more and get more information needed from the City to see if new LDRs were needed.

Motion

Board Member Penserga moved to table the item for staff to bring back more information. Board Member Romelus seconded the motion. The motion passed unanimously.

C. Consideration of Award and Contract for Responses to the Invitation to Bid to Perform Landscape Maintenance Services on Properties Owned by the CRA

Ms. Utterback explained the current contract is up at the end of June. They went out to bid and received three responses. She reviewed the lowest bid was Vincent and Sons who is the current contractor.

Motion

Vice Chair Hay moved to approve. Board Member Katz seconded the motion. The motion passed unanimously.

17. Future Agenda Items

A. Discussion and Consideration of a Purchase and Development Agreement between the CRA and Habitat for Humanity of South Palm Beach County, Inc. for the CRA Owned Property located at 545 NW 11th Avenue

B. Consideration of Award and Contract for Responses for the Management of the Boynton Harbor Marina

C. Approval of the FY 2021 - 2023 Boynton Harbor Marina Dockage Lease Agreement

D. MLK Jr. Boulevard Corridor Commercial Redevelopment and Affordable Multi-Family Rental Apartment Project Update

E. Ocean Breeze East Affordable Multi-Family Rental Apartment Project Update

18. Adjournment

Mr. Karjalainen read a closing statement explaining how the public could access the video. There being no further business to discuss, Chair Grant adjourned the meeting at 7:30 p.m.

Catherine Cherry
Minutes Specialist

Board Member Penserga moved to approve. Vice Chair Hay seconded the motion. The motion passed unanimously.

16. H Discussion and Consideration of a Letter of Intent from the Barber Family Companies LLC for CRA-Owned Property Located at 211 E. Ocean Avenue *(Heard out of Order)*

Chair Grant requested a motion to remove Item H from the table.

Motion

Board Member Katz so moved. Board Member Romelus seconded the motion. The motion passed unanimously.

Anthony Barber, 1920 S. Federal Highway, thanked his sister and four-year old son who was with him, for sitting through the proceedings so quietly. He submitted a letter regarding the Magnuson House for a restaurant concept based on a project he is involved in, in West Palm Beach. Troy's BBQ will celebrate 25 years on Sunday. They expanded in Boca, but were unsuccessful. On August 20th, he will expand into West Palm Beach with a restaurant concept as opposed to BBQ, that he wants to bring to Boynton. He has development partners who own 20 restaurants throughout Palm Beach, Dade and Broward Counties and they agreed to partner with him at the Magnuson House for a restaurant that would be called "Magnuson." The restaurant concept would use shipping containers with all outdoors seating and all outdoor cooking apparatus. They would model kitchens and restrooms with shipping containers for a turn. If they started tomorrow, he could open by next July and it would be a self-funded project. He was looking to the CRA for a purchase agreement with the CRA having first right of refusal of any sale, and/or assistance and funding if they cannot come to agreement on the terms of a sale. Chair Grant questioned if Mr. Barber was willing to pay the appraised value. Mr. Barber hoped not. He clarified the CRA has grant programs and opportunities for building, signage, and interior and exterior build outs. He was not looking for the CRA to give him the property. He was looking to enter into discussions with the CRA to come up with an agreement that works for both sides. He thought what could work was the Barber Family Company LLC provides the funding for the redevelopment of the property as long as the purchase of the property was in scale to the redevelopment. The CRA would spend the same amount of money either way. Chair Grant asked about parking and learned he would try to enter into a parking agreement with the City in the long term. In the short term, he would like to use parking for the Schoolhouse Children's Museum and Old High School (Cultural Center) and from a land use agreement to the west of First Street or Avenue. Chair Grant explained the City has no control over the garages.

Mr. Simon explained the Magnuson House was part of the sale to the City at the corner of NE1st and 1st by the fire station. There was a parking lot with 58 spaces. When the Shovel Ready project was approved, 36 or 38 paces were attached to it. The City is not

carrying that many spots, but the CRA is getting 100 spots in the garage and they would be dedicated to the Magnuson House. Ms. Shutt noted City staff advised there are new regulations to encourage redevelopment of properties that reduces the number of required parking spaces. City staff was open to reviewing how many spots he can accommodate on his lot, but he would need to submit a more finite layout. It is a business management decision about how many people Mr. Barbers wants to serve on his property. Mr. Barbers intent was to ask for the CRA Board to enter into discussion to consider the overall project, which would give him the blessing to move forward and start spending money. Chair Grant did not think shipping containers in the downtown was necessarily good . There is already have a vacant restaurant on 4th Street as restaurants are difficult businesses. He looks at the property to the north and that property owner has nine out of the 10 condo units. There are there property owners for that block. He wanted Mr. Barber, before moving forward, to make sure the land could not be used for a mixed-use project. A mixed-use project would have a greater property value for the City.

Board Member Katz was open to exploring the idea because previous attempts to consolidate those lots failed. He did not think consolidation of any properties there would occur in any number of years and the property has been worthless. The home is historically designated, but he understood it was only designated to get grants for its preservation. The property needs to be something If the adjoining property owners cannot enter an agreement and show the ability to turn it into a mixed-use project, it should be used for something. Mr. Simon commented the Board could, in light of the future vision of a larger scale project in the future, activate a lease in the short term, that could be incorporated into a larger project. Until then, they do not have to let go of the land. The Board could, as an option, lease it with other valuations and any assistance the Board feels is necessary.

Board Member Penserga agreed with Mr. Simon. It is a historic building and the containers are not permanent. The containers would be designed to be aligned to the side of the house so it gives a consistent façade. Board Member Penserga supported Mr. Barber's proposal.

Vice Chair Hay agreed with Mr. Simon and supported Mr. Barber's request. Board Member Romelus commended Mr. Barber as this property sat vacant for years. She expressed the Board is making concessions for Hurricane Alley and they should do the same for Mr. Barber. Mr. Barber explained his stepfather, Troy Davis, had an awesome business he sat in day in and day out for 19 years. Mr. Barber expressed he is a former participant of the Bulldogs and the first ever summer camp, former employee of John McNally and when it comes to anything having to do with Boynton, take a picture of him. He loves Boynton and praised the CRA for their efforts on behalf of business. He spoke about grant funding and felt it was right on time. He noted Ms. Nicklien is always calling asking if he noted what the CRA was offering and Mr. Hussain will call him twice to get his paperwork in for an event.

Brian Fitzpatrick, 409 NE 1st Street, advised he respects the Barber and Davis families' contribution to the community. He was working for 35 years to assemble a parcel to the north of 211 E. Ocean Avenue. He had submitted an LOI, but subsequently withdrew it, not because his interest diminished, rather it was due to the importance of the block. He thought it would benefit him to bring a professional LOI to the Board. With the current interest in the property, there is a concern about a lack of partnerships or agreements with adjacent property owners. He thought they would not find more willing and flexible individuals to do with business with. He envisions a private/public partnership, where the City could retain equity. He thought they have the ability to turn that block into the crown jewel, although they had disappointments with Town Square. He requested the Board reject the current LOI and select option 3. A hindrance to developing the block, is the structure on 211 E. Ocean Avenue and he suggested moving the home to pave the way for development. He identified a local project that is similar to the land they have on that block, by the Catsin Apartments in Delray Beach where they have an alley they could capitalize on. He thought it was potentially a $100M project and the options are endless. He contacted the Gagner family and had a positive response from them to meet and work this out. Chair Grant thought they may most likely move forward with the LOI and issue a Notice to Dispose within 60 days, which gives Mr. Fitzpatrick the opportunity to speak with the Gagner family to get some sort of deal

Mr. Fitzpatrick explained the reality was they had a previous project for 211 and a lot of money went into the project. He commented when the CRA installed the parking lot on NE 1st Street that is now the fire department and the District Chiller Energy Plant. They took his access from NE 2nd Street. At the time, he accepted it with the understanding there will be a partnership and he would eventually acquire that. The access issue has not been dealt with and it will be a potential problem. If another business occupied 211, it would be tied up in litigation until the access issue is resolved. There is an undeveloped alley on the north side of 211 that borders the two properties. He did not know whether the CRA will give him the alley in exchange for taking away his access on NE 2nd Street, but announced there was going to be an issue.

Board Member Penserga understood Mr. Barber's use is temporary and asked how that would prevent Mr. Fitzpatrick from putting together a plan Mr. Fitzpatrick thought it probably would not, but he recalled when Nancy Graham demolished the south side of Ocean Avenue. Mr. Fitzpatrick explained he has viable structures and he could continue his business model for the next 100 years. He thought the CRA has the opportunity to do something great, but they have to move the house which opens the way for development.

Motion

Vice Chair Hay moved to accept Option One, which said to entertain the LOI and issue a 30-day public notice to dispose of the property, during which time, any member of the development public may also submit their LOI for the Board's consideration. Under this

option, if the Board does not receive a more favorable LOI, it could decide to enter into discussion and negotiation with the Barber family for the purposes described in the LOI. Chair Grant requested the motion be amended to 45 days instead of 30. Vice Chair Vice Chair Hay agreed. Attorney Duhy recommended the Board just publish the notice for 30 days and they can continue to receive responses up until the Board agenda deadline. Board Member Romelus seconded the motion. The motion passed unanimously.

Chair Grant recessed the meeting at 9:48 and reconvened the meeting at 9:56 p.m.

16. Old Business

A. Consideration and Discussion of Fiscal Year 2021-2022 Project Fund Budget

Vicki Hill, Finance Director, began to present the Project Fund Budget

A request was made by Board Member Romelus to move up items on the agenda as the hour was getting late and there were still individuals in the audience waiting for their items to be heard. There were no objections.

Later in the meeting, there was agreement to continue the Fiscal Year 2021/2022 Project Fund Budget discussion to the August meeting.

New Business Item **C.** Consideration of Award and Contract for Proposals to the Request for Proposals for Event Management Services for the Boynton Beach Haunted Pirate Fest & Mermaid Splash *(Heard out of Order)*

Stewart Auville, Standing Ovations LLC, was available.

Ms. Coppin explained over the years, the CRA contracted with a professional event management firm to assist the agency with the planning and execution of its signature event, the Boynton Beach Haunted Pirate Fest and Mermaid Splash.

The contracted event management firm assists staff with the overall planning of the events including logistics management, procurement of rentals and services, vendor and volunteer management, support staff and day of coordination. Per the CRA procurement policy, an RFP for event management services was advertised in June, and two proposals were received from Standing Ovations LLC and 203 Productions LLC. Both proposals were included as attachments in the meeting backup and staff provided a printed copy of the staff sufficiency review and evaluation results. Staff evaluated demonstrated experience and quality of work samples, quality of approach to providing services, organizational capacity, proposed costs and fee schedules, and if the respondent was a local business. She reviewed the final cumulative scores. The

Boynton Beach Community Redevelopment Agency
Policy for Processing Letters of Intent to Purchase Property

The Boynton Beach CRA ("CRA") will use the process outlined in this Policy for Processing Letters of Intent to Purchase Property ("Policy") to address any Letters of Intent to Purchase Property that the CRA receives that are not the result of a formal request for such letters. The Policy is designed to ensure a fair process for property disposal, furthers the goals and objectives of the 2016 Boynton Beach Community Redevelopment Plan, and acts in the best interest of the CRA.

Letter of Intent Policy:

When the CRA receives a Letter of Intent to purchase a property owned by the CRA, the CRA staff will add an item to the agenda of the next regularly scheduled CRA Board meeting to discuss the Letter of Intent. However, if the Letter of Intent is received by the CRA less than 5 days before the next regularly scheduled CRA Board meeting, the CRA staff will add the Letter of Intent item to the agenda of the next available regularly scheduled CRA Board meeting. The CRA staff will include the Letter of Intent and all supporting documents as backup to the Letter of Intent agenda item.

At the regularly scheduled CRA Board meeting, the CRA Board may consider one of the following options upon receipt of a Letter of Intent to purchase a CRA-owned property:

Option I - The CRA Board may accept the Letter of Intent and direct the CRA staff and legal counsel to negotiate the terms and conditions of a Purchase and Development to be presented at a future meeting and direct the CRA staff to issue a thirty (30) day Public Notice to Dispose.

If during the Public Notice period, the CRA receives one or more additional Letters of Intent to purchase the same property, the CRA Board will direct the CRA staff and legal counsel to develop a request for proposal document to be presented to the CRA Board for their consideration at the next available meeting. The CRA will then follow its regular procedures for issuing requests for proposals, evaluating responses, and selecting the successful proposal(s);

Option II - The CRA Board may determine that it is in the best interest of the CRA to solicit additional offers to purchase the property, the CRA Board will direct the CRA staff and legal counsel to develop a request for proposal document to be presented to the CRA Board for their consideration at the next available meeting. The CRA will then follow its regular procedures for issuing requests for proposals, evaluating responses, and selecting the successful proposal(s); or,

Option III - The CRA Board may determine that it is in the best interest of the CRA to reject the terms and conditions of the Letter of Intent and elect not to proceed with any further action.

The Barber Family Co LLC

Business Plan

Anthony Barber, Owner
Created on August 27, 2021

Executive Summary

Product

The Barber Family Co LLC produces high quality BBQ dishes and has been for over 25 years. We source fresh meat and vegetables in our down home southern barbecue dishes. We make bbq for all people, believing and striving to continue to make bbq the hard way.

Customers

The target audience for The Barber Family Co LLC is adults, specifically we want to cater to families, corporate partners, governments, as well as young and moderate adults who enjoy craft items.

Future of the Company

Although the BBQ business is highly competitive, we believe that there is a place for high-quality, attractive, durable, and affordable BBQ as well as other amazing dishes. Our goal is to create and market food that will satisfy all with quality recipes that are timeless.

Company Description

Mission Statement

To be always the desired place for; great food, beverages and delicious complementary desserts & bakery products to enjoy with family and friends.

Principal Members

Anthony Barber — owner.

Legal Structure

The Barber Family Co LLC is a sole proprietorship.

Market Research

Industry

The Barber Family Co LLC DBA (To Be Determined) will be apart of the community of Boynton Beach. Currently, there is an increased demand for outdoor dining establishments as the pandemic rages on and there is not a clear end in sight. The largest restaurants that primarily offer indoor dining have suffered because they either don't have the space available to offer the same dining experience outside or they are unwilling to pivot.

This industry is currently suffering from the effects of the pandemic even with assistance from government programs. However, establishments that have been able to pivot and or establish outdoor dining spaces for their guests have thrived. This means there is a potential for growth as the economy recovers for establishments that primarily focus on outdoor/open air dining as that is what most patrons are feeling most comfortable with.

Detailed Description of Customers

The groups that the company plans to market to are every adult with an income range of $30,000 - $120,000 a year. Our target customers are interested in eating quality authentic food while enjoying the ambiance of the restaurant as well as the experience of service and available craft cocktails. They value quality and they research the restaurants they dine in. Our target customers are willing to spend more money on products that are of higher quality and satisfying.

Company Advantages

Wooden Grain Toys has the following advantages compared to competitors:

- Basic, practical designs.
- Safe, non-toxic paints, parts, and accessories.
- Easy-to-assemble parts.
- All components are manufactured in America and made with grade-A wood, high quality steel, and rubber.
- Quick, 48-hour delivery since our goal is to keep at least 50 units of each toy in stock.
- High-quality, interactive website.
- Face-to-face interaction with customers at craft shows over a three state area.

Service Line

Product/Service

The Barber Family Co LLC DBA (To Be Determined) will sell classic American food centered around fresh locally sourced vegetables, and quality meats and seafoods. The dishes will be chef and family inspired and will resonate with all genre's of people.

Some of the items we look to include are:

- Chargrilled Oysters
- Rib Eye Steaks
- NY Strip Steaks
- Locally sourced fish & Seafood
- Large wedge salads
- Soups
- Craft Cocktails
- Sandwiches
- Brunch
- Homemade desserts

Pricing Structure

The Barber Family Co LLC DBA (To Be Determined) will offer its products for the following prices:

- Traditional Entree dinner - $25-$45
- Cocktails- $8-$14
- Soups - $5- $11
- Desserts - $8-$12

Product Lifecycle

All The Barber Family Co LLC DBA (To Be Determined) products will be made fresh daily in house or sourced locally.

Research and Development

The company is planning to conduct the following research and development:

- Include a feedback mechanism on the website for ideas, suggestions, and improvements
- Provide comment cards for distribution at craft fairs or food truck events
- Review available market research to identify top restaurant locations and reason(s) for their popularity

Marketing & Sales

Growth Strategy

To grow the company, The Barber Family Co LLC DBA (To Be Determined) will do the following:

- Sell products at craft fairs in Palm Beach, Broward, and Miami- Dade Counties from our food truck.
- As business grows, advertise in target markets, especially in advance of the holiday season.

Communicate with the Customer

The Barber Family Co LLC DBA (To Be Determined) will communicate with its customers by:

- Providing an email newsletter with company news, product information, and food truck schedule.
- Using targeted Google and Facebook advertisements.
- Utilizing social media such as Twitter, YouTube, Facebook, LinkedIn, Pintrest and TikTock.
- Providing contact information on the company website.
- Adding labels on products that include company name, contact info, and web address.

211 E Ocean ave Boynton Beach

The Barber Family co LLC would like to purchase the home for $200,000.00. We would like to purchase the home in the manner of services. We propose to offer the city of Boynton Beach the equivalent of $350,000.00 in meal services to the elderly, homeless, and children over a period of 7 years at an average cost of $9/meal. That number equals about 460 available meals per month. The construcSons costs associated with the project including the completed modified shipping containers is $604,756.85 of which $404,756.85 are esSmated construcSon costs. The Barber Family Co LLC will fund this project with a combinaSon of cash on hand which is verifiable through our financial insStuSons as well as one business loan from Valley Bank which we have prequalified for $750,000.00.

CAULFIELD & WHEELER, INC.
Consulting Engineers • Surveyors & Mappers

Engineering EB0003591
Surveying LB0003591
Landscape Architecture LC0000318

PROJECT NARRATIVE

Mr. Anthony Barber
The Barber Family Co., LLC
1920 S Federal Highway
Boynton Beach, FL 33435

Project Description:

The Barber Family Co., llc seeks to develop the historical building and site located at 211 East Ocean Avenue for the purpose of opening a new restaurant.

A change of use from Residential to Restaurant and Minor Site Plan approval will need to be obtained for the Project.

Proposed Architectural and Engineering Changes:

The existing two story 745 SF +/- original main historic house will be renovated. The one story addition that was built at the rear of the building will be demolished. The first floor will be limited to greeting patrons and restaurant seating. The second floor will be used for storage and the bathroom will be removed. The building will receive new air conditioning equipment and ductwork. A new 348 SF +/- front porch with wood railing, an ADA accessible ramp with wood railing, and a new east entry door will be added to the existing building. A new rear door and new wood steps will be added to connect the indoor seating area to outside near the cooking and beverage service containers. Concrete pads, power, water, and sewer connections will be provided for five outparcel shipping containers for: cooking, beverage service, unisex toilet rooms with individual lavatories, and refrigerated storage. A grease trap will be provided. A dumpster enclosure with hose bib and drain will be provided. Design of site lighting to meet code is included. Interior lighting, exterior lighting installed to the main house, and electrical receptacles will remain. Emergency egress lighting, fire extinguishers, and exit lights will be added to meet life safety code. The existing electrical service and electrical panel will be upsized to meet the project requirements.

Proposed Civil Engineering Changes: Site paving, grading and drainage, water detention and sanitary sewer will be modified to meet all city codes. Utilities and all underground sleeving for electrical and irrigation will be installed per approved plans.

Proposed Landscape Architecture / Site Changes: We intend to recycle all the plant material that we can on this site. The large trees at the front and rear of the property are proposed to be preserved in place. Palms that can be relocated will be used around the site. The current driveway will be removed and a new driveway with one Handicap parking spot located at the entry to the establishment. An abundance of tropical landscape is to be used to provide ambiance and to soften the appearance of interior structures. Kitchen facilities will be to the West of an outdoor dining area, restroom entries to the North are screened by an interior planter island. The majority of guest seating is to be outside, with shade sails, palm trees and fans with misters to provide a comfortable atmosphere.

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon is based on the instrument of record.
4. No underground improvements were located.
5. Bearings shown hereon are assumed based on the center line of N.E. 3rd Street having a bearing of N00°00'00"E.
6. Elevations shown hereon are in feet and based on the National Geodetic Vertical Datum of 1929 (NGVD 1929).
7. Benchmark Description: A closed loop between Palm Beach County Engineering Benchmarks "JARAY" (Elevation = 18.643 feet) and "B 25" (Elevation = 19.949 feet).
8. The entire property described hereon lies within Flood Zone C, Community Panel No. 120196 0003 C, dated 09/30/1982.
9. The species of trees as shown hereon were identified to the best of knowledge and ability of the surveyor, without the benefit of an arborist or biologist. It is the responsibility of the end user to verify the identity of the species.
10. Abbreviation Legend: BLDG. = Building; B.M. = Benchmark; C =Calculated; ℄ = Centerline; C.B.S. = Concrete, Block & Stucco; C.L.F. = Chain link Fence; CONC. = Concrete; EL. = Elevation; ELEC. = Electric; FD. = Found; F.F. = Finished Floor; ID. = Identification; I.P. = Iron Pipe; I.R. = Iron Rod; L.B. = Licensed Business; MS = Measured; N/TT = Nail & Tin Tab; O.R.B. = Official Records Book; OW = Overhead Wires; P = Per Plat; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; R.L.S. = Registered Land Surveyor; R/W = Right-of- Way; TYP. = Typical; W/ = With; W/CAP = With Surveyors Cap;

LEGEND		TREE LEGEND	
◆	BENCHMARK	⊛	BLACK OLIVE
●	BOLLARD (UNLESS NOTED)	⊛	FICUS
CB	CATCH BASIN	★	MANGO
ED	ELECTRIC SERVICE BOX	⊛	OAK
+6.94	EXISTING ELEVATION	✳	PALM
	FIRE HYDRANT	✳	PINE
●	FLAG POLE	✳	SCHEFFLERA / UMBRELLA
GM	GAS MANHOLE	⊛	UNKNOWN SPECIES
☼	METAL LIGHT POLE		
OHW	OVERHEAD WIRES		
SM	SANITARY MANHOLE		
TD	TELEPHONE SERVICE BOX		
WM	WATER METER	12"	DENOTES 12" DIAMETER TRUNK (TYPICAL)
●	WELL		
●	WOOD UTILITY POLE		

LAND DESCRIPTION:

Lots 13 and 14, Block 4, ORIGINAL TOWN OF BOYNTON BEACH, according to the Plat thereof as recorded in Plat Book 1, Page 23 of the Public Records of Palm Beach County, Florida.

Said lands situate in the City of Boynton Beach, Palm Beach County, Florida and containing 13,936 square feet (0.32 acres) more or less.

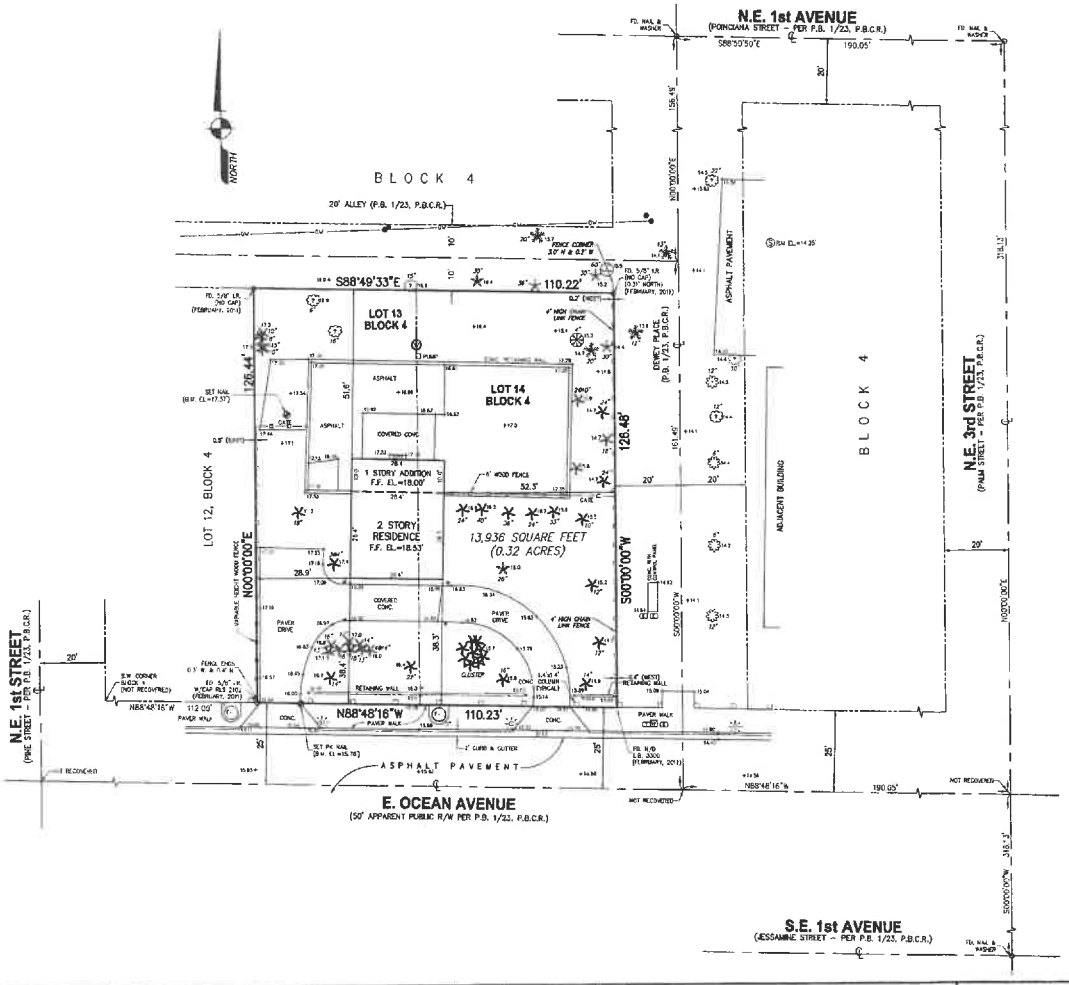
CERTIFICATION:

TO: Boynton Beach CRA

I HEREBY CERTIFY that the attached Boundary & Topographic Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary & Topographic Survey meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. There are no above ground encroachments other than those shown hereon, subject to the qualifications noted hereon.

Date: 2/04/11

MICHAEL D. AVIROM, P.L.S.
Florida Registration No. 3268
AVIROM & ASSOCIATES, INC.
L.B. No. 3300



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
60 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7128
www.AVIROM-SURVEY.com
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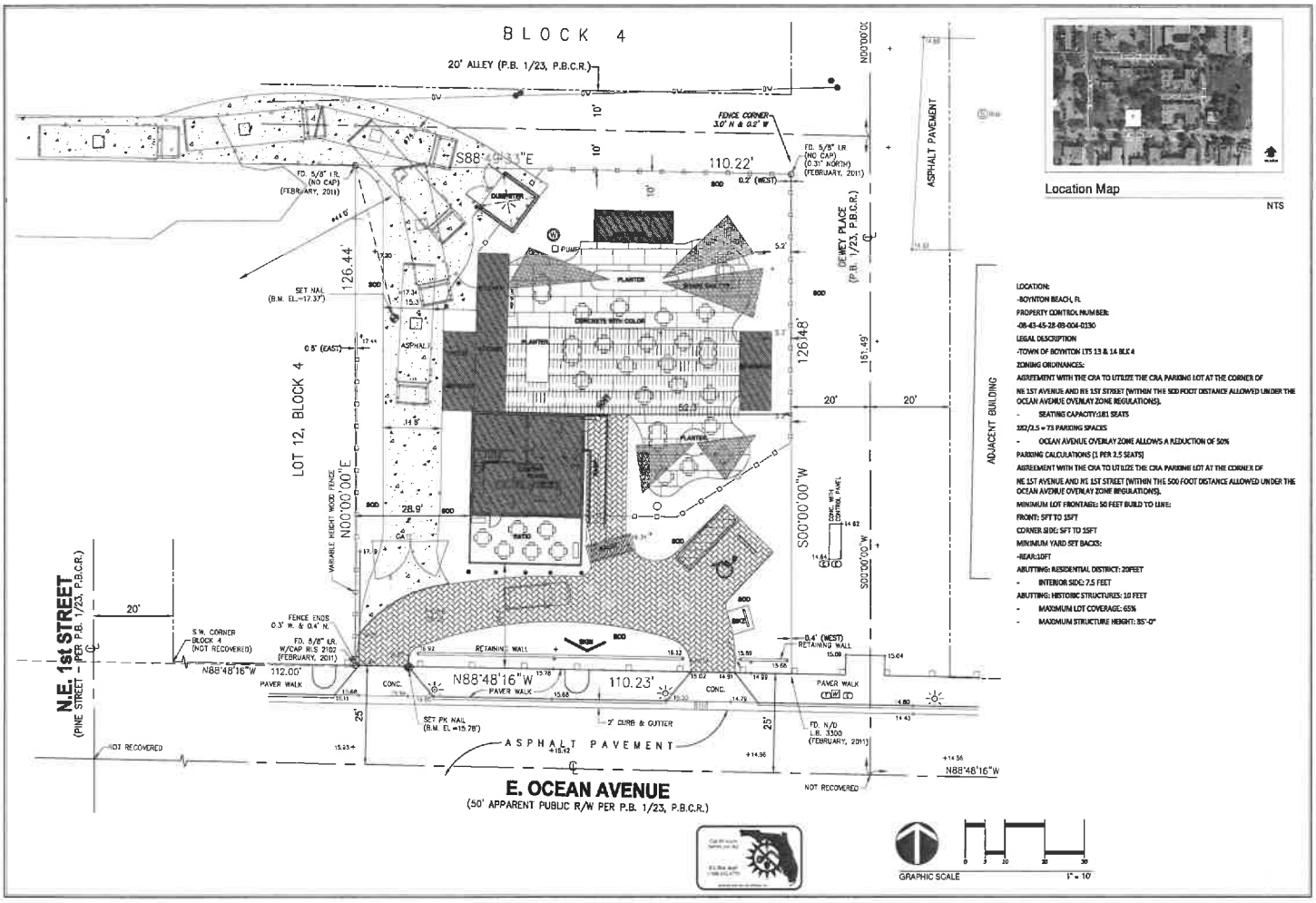
REVISIONS	DATE	F.B. / PG.	BY	CK'D
FIELD UPDATE SURVEY, ADD FENCE EAST PROPERTY LINE	02/03/2011	1484/65	M.M.K.	M.D.A.

REVISIONS	DATE	F.B. / PG.	BY	CK'D

BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 13 & 14
BLOCK 4
ORIGINAL TOWN OF BOYNTON BEACH
(PLAT BOOK 1, PAGE 23, P.B.C.R.)
CITY OF BOYNTON BEACH
PALM BEACH COUNTY, FLORIDA

JOB NO.	8492
SCALE	1" = 20'
DATE	09/19/2008
BY	M.M.K.
CK'D.	M.D.A.
F.B.	1484 PG. 1-9
SHEET	1 OF 1



Location Map

NTS

LOCATION:
-BOYNTON BEACH, FL
PROPERTY CONTROL NUMBER:
-08-43-45-28-03-004-0130
LEGAL DESCRIPTION
-TOWN OF BOYNTON LTS 13 & 14 BLK 4
ZONING ORDINANCES:
AGREEMENT WITH THE CRA TO UTILIZE THE CRA PARKING LOT AT THE CORNER OF NE 1ST AVENUE AND NE 1ST STREET (WITHIN THE 500 FOOT DISTANCE ALLOWED UNDER THE OCEAN AVENUE OVERLAY ZONE REGULATIONS).
- SEATING CAPACITY:181 SEATS
182/2.5 = 73 PARKING SPACES
- OCEAN AVENUE OVERLAY ZONE ALLOWS A REDUCTION OF 50%
PARKING CALCULATIONS (1 PER 2.5 SEATS)
AGREEMENT WITH THE CRA TO UTILIZE THE CRA PARKING LOT AT THE CORNER OF NE 1ST AVENUE AND NE 1ST STREET (WITHIN THE 500 FOOT DISTANCE ALLOWED UNDER THE OCEAN AVENUE OVERLAY ZONE REGULATIONS).
MINIMUM LOT FRONTAGE: 50 FEET BUILD TO LINE:
FRONT: 5FT TO 15FT
CORNER SIDE: 5FT TO 15FT
MINIMUM YARD SET BACKS:
-REAR:10FT
ABUTTING: RESIDENTIAL DISTRICT: 20FEET
- INTERIOR SIDE: 7.5 FEET
ABUTTING: HISTORIC STRUCTURES: 10 FEET
- MAXIMUM LOT COVERAGE: 65%
- MAXIMUM STRUCTURE HEIGHT: 35'-0"

REVISIONS | DATE | BY

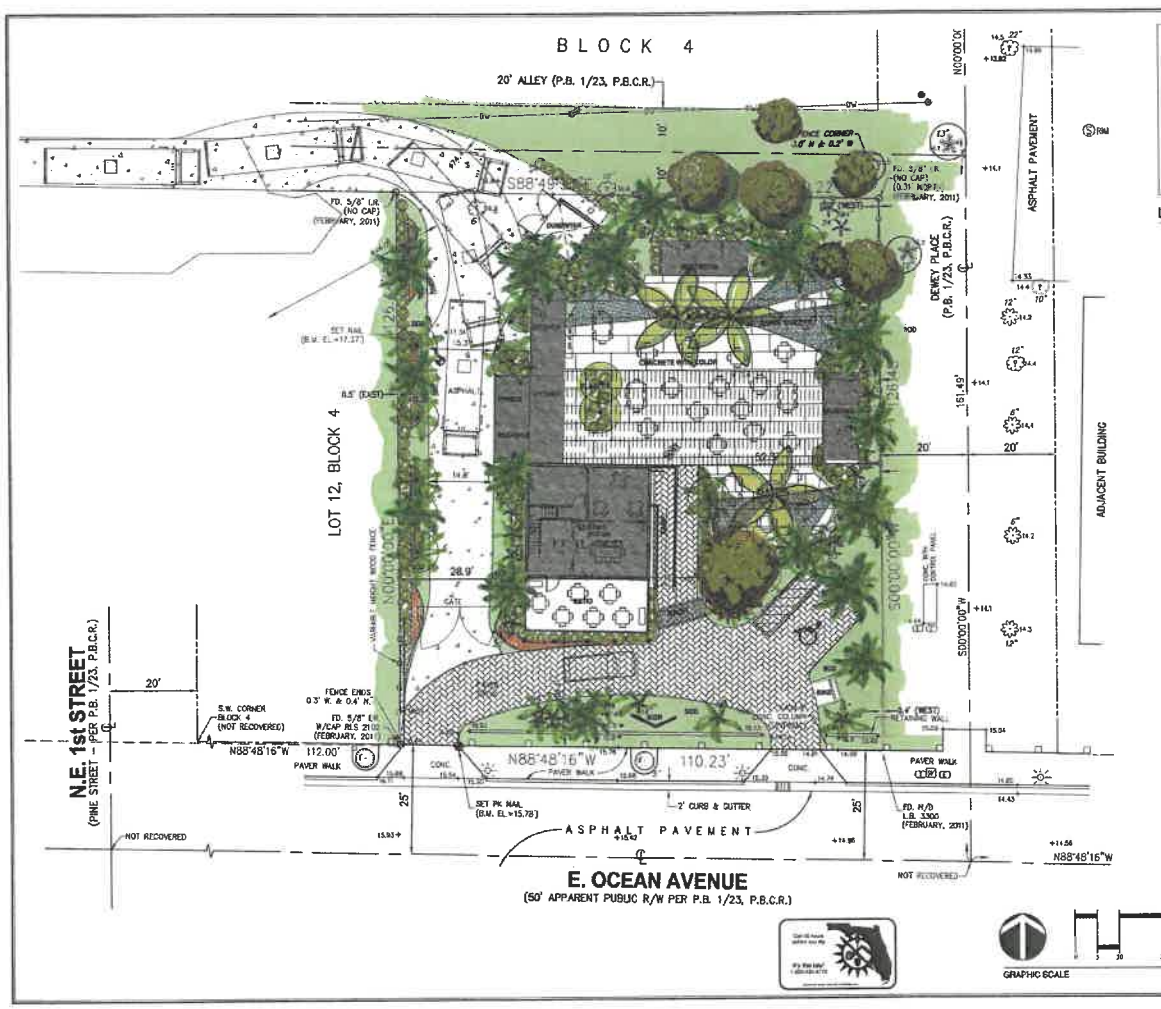
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

211 EAST OCEAN AVENUE
SITE PLAN
BOYNTON BEACH FLORIDA

DATE	07/09/21
DRAWN BY	GAH
F.B./PG.	-
SCALE	1/20

SUBMITTED BY:-
D. ALLAN HENDRICKS
LANDSCAPE ARCHITECT
No. LA0000477
STATE OF FLORIDA
LICENSED PROFESSIONAL
DATE: AUG 9 - 2021

JOB # 9603
SHT NO
SP-1
OF 1 SHEETS



Location Map

NTS

LOCATION: -BOYNTON BEACH, H.
PROPERTY CONTROL NUMBER:
-08-43-45-28-03-004-0130

Landscape Principles for Site Development:
Preserve Large Trees in Front and back of property.
Relocate Palms as able.
Large Shrubs and Palms to Screen Structures.
Fencing for Security.
Use flowering native shrubs.
Tropical look with mixed textures.

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-7991 / FAX (561)-750-1452

211 EAST OCEAN AVENUE
LANDSCAPE PLAN

DATE 07/09/21
DRAWN BY GAH
F.B./PG. -
SCALE 1:50

JOB # 9603
SHEET NO. LP-1
OF 1 SHEETS

211 E OCEAN AVENUE

1 A-15.3 SOUTHEAST VIEW

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

1 SOUTHWEST VIEW
A-15.1

211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

Asante Design Group llc
5255 N Federal Highway • 315
Boca Raton • FL 33487
T 561.349.5151
F 561.349.5152

AA 26003560

August 31, 2021

Mr. Anthony Barber
The Barber Family Co., LLC
1920 S Federal Highway
Boynton Beach, FL 33435

Re: 211 East Ocean Avenue, Boynton Beach, Florida

Dear Anthony:

Thank you for the opportunity to provide our proposal for professional Architectural and Engineering services for renovations and additions to the residential building that will be the location of your newest restaurant.

Upon acceptance of this proposal, AIA Document B105-2017, Standard Short Form Agreement between Owner and Architect, will be provided and replace this Proposal as the Agreement for services.

Project Description:

A change of use from Residential to Restaurant and Minor Site Plan approval will need to be obtained for the Project. The existing two story 745 SF +/- original main historic house will be renovated. The one story addition that was built at the rear of the building will be demolished. The first floor will be limited to greeting patrons and restaurant seating. The second floor will be used for storage and the bathroom will be removed. The building will receive new air conditioning equipment and ductwork. A new 348 SF +/- front porch with wood railing, an ADA accessible ramp with wood railing, and a new east entry door will be added to the existing building. A new rear door and new wood steps will be added to connect the indoor seating area to outside near the cooking and beverage service containers. Concrete pads, power, water, and sewer connections will be provided for five outparcel shipping containers for: cooking, beverage service, unisex toilet rooms with individual lavatories, and refrigerated storage. A grease trap will be provided. A dumpster enclosure with hose bib and drain will be provided. Design of site lighting to meet code is included. Interior lighting, exterior lighting installed to the main house, and electrical receptacles will remain. Emergency egress lighting, fire extinguishers, and exit lights will be added to meet life safety code. The existing electrical service and electrical panel will be upsized to meet the project requirements.

Description of Services to be provided:

Task/Phase	Description of Services
Phase I **Site Plan Approval**	• Drawings of the building and site lighting photometrics required for a Minor Site Plan approval will be provided to the Owner's Planner for submittal to Planning & Zoning in the City of Boynton Beach. • Attendance at meeting with City staff or public hearings are Additional Services.

Phase II **Building Permit Drawings**	• Site visit by Architect and Engineers to document existing conditions • Provide CAD background drawings to Structural, Mechanical, Electrical, and Plumbing Engineers as a basis for their design drawings and calculations • Preparation of design drawings and specifications for building permitting Usual and customary building permit design drawings and specifications including: • Architectural & Life Safety design drawings & specifications • Structural Engineering design & calculations • Mechanical Engineering & energy calculations • Electrical Engineering • Plumbing Engineering • Meetings with consultants and Owner • Coordination with the Owner's Civil Engineer, Landscape Architect and Planner
Phase III **Bidding & Negotiation**	• The Architect will assist the Owner in obtaining bids and provide Bid Instructions to three GCs if requested by the Owner as an Additional Service. • Response to GCs questions during bidding is included.
Phase IV **Permitting**	• Response to plan review permit comments and drawing revisions as required for obtaining a building permit in Boynton Beach, Florida is included.
Phase V **Construction Administration Phase**	• Shop drawing review of Contractor's submittals is included for all disciplines. • Response to Contractor's RFI's is included. • Two site visits by the Architect during construction are included. Additional visits, if needed, are based upon the hourly rate schedule. • Architect review and certification of contractor's applications for payment are Additional Services if requested by the Owner based upon the hourly rate schedule.

The Architects consultants include:

- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Plumbing Engineer

Proposed Fee Schedule:

Stipulated Sum	$37,750
Reimbursable Expenses	$ 1,000 Budget

Hourly Rates for Additional Services:

Principal Architect	$180
Project Manager	$160
Project Coordinator	$140

BIM/CAD Technician	$100
Administrative	$ 80

Owner's Responsibilities:

Provide a current boundary and topographical survey including location of existing trees and elevations in PDF and CAD format. Provide soil testing and percolation tests required for the project. Provide Structural and MEP Engineering drawings for shipping containers. Selections of fixtures, furniture, and equipment. Government Agency fees are Owner's expenses.

Exclusions

Structural and MEP Engineering for Shipping Containers
Geotechnical Testing and Report
Surveying
Civil Engineering
Landscape Architecture

The scope of work does not include the following changes to the existing historical building that may be required to bring the building up to code during the permitting review process: structural repairs or alterations, changes or replacement of thermal insulation, energy code upgrades, window and door replacement, replacement of existing wiring or receptacles, replacement of plumbing pipes, or any other changes required by the building department. If renovations are required to the historical building to bring it up to the current code by the building department, then the Architect will prepare an additional services work authorization that will be presented to the Owner for approval prior to commencement.

Reimbursable Expenses

Printing costs and presentation boards in performance of this service and specifically related to this project will be reimbursable and will be billed to the Owner at cost plus a 20% administrative cost.

Invoicing

Billing will be monthly and a retainer of $11,325 (Eleven thousand three hundred and twenty five dollars) will be required to commence work) and is the minimum fee under this proposal.

Terms

This proposal is valid for 30 days from receipt. We are sincerely grateful for this opportunity and look forward to working with you. Please contact me with any questions regarding the proposal and/or indicate your acceptance below.

Kindest regards,
ASANTE DESIGN GROUP LLC
Juliette L. Schiff
Juliette L. Schiff, AIA, NCARB, LEED AP BD+C
State of Florida Registered Architect, AR94008

Accepted by:

_____ _____
Anthony Barber Date
Authorized Representative

PROJECT NARRATIVE

Mr. Anthony Barber
The Barber Family Co., LLC
1920 S Federal Highway
Boynton Beach, FL 33435

Project Description:

The Barber Family Co., llc seeks to purchase and develop the historical building and site located at 211 East Ocean Avenue for the purpose of opening a new restaurant.

A change of use from Residential to Restaurant and Minor Site Plan approval will need to be obtained for the Project.

Proposed Architectural and Engineering Changes:

The existing two story 745 SF +/- original main historic house will be renovated. The one story addition that was built at the rear of the building will be demolished. The first floor will be limited to greeting patrons and restaurant seating. The second floor will be used for storage and the bathroom will be removed. The building will receive new air conditioning equipment and ductwork. A new 348 SF +/- front porch with wood railing, an ADA accessible ramp with wood railing, and a new east entry door will be added to the existing building. A new rear door and new wood steps will be added to connect the indoor seating area to outside near the cooking and beverage service containers. Concrete pads, power, water, and sewer connections will be provided for five outparcel shipping containers for: cooking, beverage service, unisex toilet rooms with individual lavatories, and refrigerated storage. A grease trap will be provided. A dumpster enclosure with hose bib and drain will be provided. Design of site lighting to meet code is included. Interior lighting, exterior lighting installed to the main house, and electrical receptacles will remain. Emergency egress lighting, fire extinguishers, and exit lights will be added to meet life safety code. The existing electrical service and electrical panel will be upsized to meet the project requirements.

Proposed Civil Engineering Changes:

Proposed Landscape Architecture Changes:

Proposed Development Costs:

1. Purchase of building and land
2. Architect, MEP Engineer, Structural Engineer
3. Civil Engineer
4. Landscape Architect
5. General Contractor
6. Shipping Containers
7. Furniture, Fixtures & Equipment
8. Building permit and site plan approval fees

Total project development cost

LITTLE RIVER BOX COMPANY
9200 NW 27TH AVE.
MIAMI, FL 33147
305.302.6250

QUOTATION

PREPARED FOR:

Project Name	211 East Ocean Avenue - Boynton Beach	08/17/2021

PRODUCT QUANTITY & PRICING:

Qty	Description	
1	40' CONTAINER – KITCHEN	$88,800
1	20' CONTAINER – BAR (Doors on both ends and serving windows on the west side)	$40,900
1	20' CONTAINER – REFRIGERATED (50% Refrigerator / 50% Freezer)	$42,100
1	20' CONTAINER - ADA BATHROOM	$59,300
	ENGINEERING-MEP-STRUCTURAL	$9,000
PROJECT TOTAL		**$240,100**

Payable as follows:

- $50,000 due at agreement inception. This will be used to purchase all the containers
- $70,000 due at beginning of fabrication
- $100,000 progress payment due when: all steel fab is complete, framing in, utilities roughed in, interior wall coverings in.
- $20,100 final payment (or adjusted balance) due at completion (customer inspection & approval), before delivery.

Fabrication timing: LRBC requires 14 weeks to fabricate the 4 container units specified here, (assuming no subcontractor or permitting delays)

Third party inspections: The building department plan review & inspections will be performed by a third-party engineering team. The costs of this service are borne by the client.

Pre-Permitting quote and adjustments: These structures are not engineered or fully specified yet for your specific site/project. Some items are listed individually below with allowances. As the final design and MEP is complete and costs are in, price adjustments, (up or down) will be made to align the allowances to the actual costs. The graphics represent a pre-engineering placeholder design. It is understood that some items may change.

GENERAL NOTES

ENGINEERING & PERMITTING:
These units will have engineering as part of this pricing. Included are background drawings that will be needed for inclusion in the permitting set or other official sets.

ELECTRIC, HVAC, PLUMBING & GAS:
LRBC to provide: All utilities within the boxes and an exterior connection point.
CLIENT to provide: Labor & materials for all site utility runs and connections.

DELIVERY:
Client responsible for delivery costs. F.O.B. LRBC Plant, Miami, FL

INSTALLATION:
LRBC TO PROVIDE: 2 persons on site for install days to assist (in an oversight capacity) with install logistics & box placement. (Three 8-hour days maximum)

FOUNDATIONS:
Client Provided: Will share our know how with client

CHANGES:
If a change or new information is conveyed after the job starts and a change is needed to accommodate the new information, either digital or physical, a change-order charge will be incurred to offset the additional work.

This proposal is valid for 30 days.

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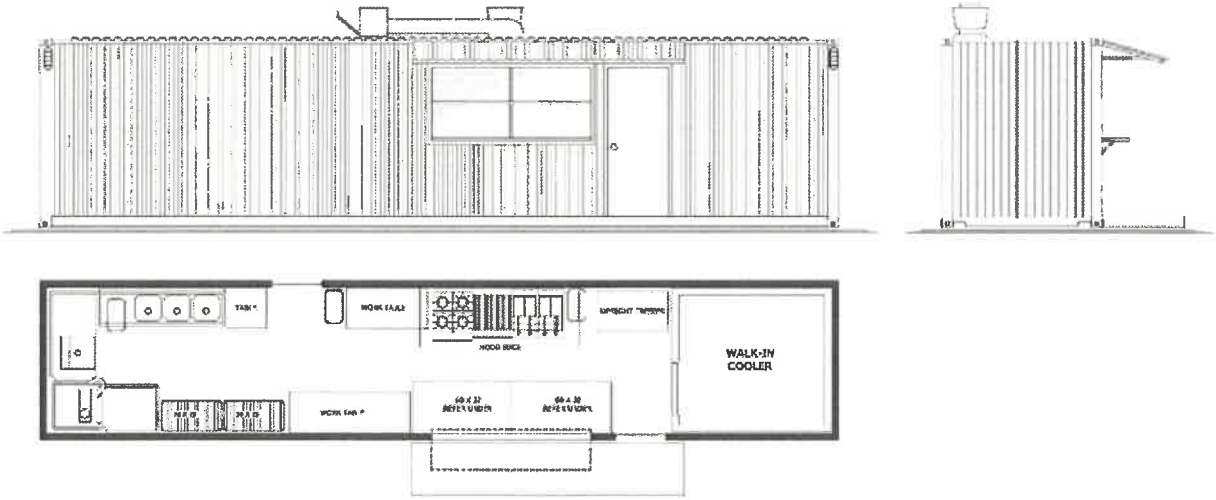
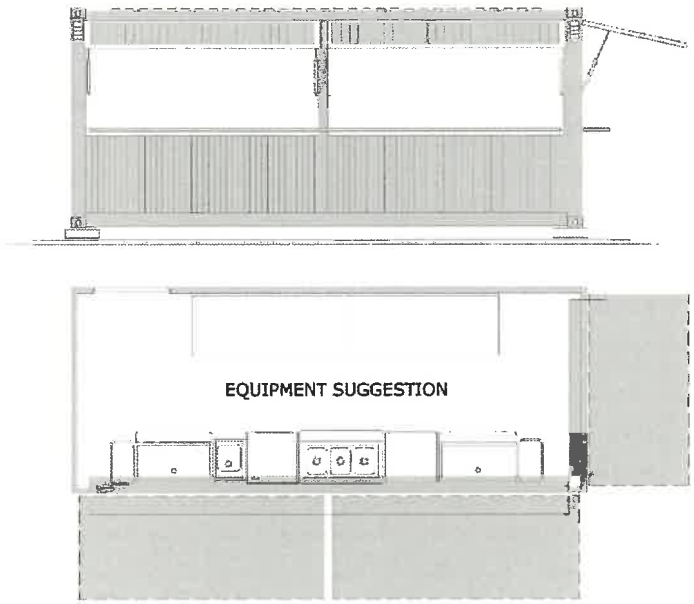
SPECIFICATIONS FOR 40' KITCHEN

Component	Description
Container	Like-new condition high cube containers – "one-way" 40' container with minimal wear.
Exterior	Industrial paint on original container, one color.
Insulation	R-13 Walls, R-30 ceiling
Flooring	Epoxy
Interior Walls / Finish	FRP walls, metal or FRP ceiling
Doors	Steel frame, steel door, locking & closer hardware.
Service Window	Sliding window, surface mount. aluminum frame, impact glass sized approx. 8' wide x 28" tall
Service shelf	Stainless, approx. 8' x 24"
Hood	By Captiveaire (or similar) Standard 8' hood with fire suppression (included)
Electrical	200 amp breaker panel, outlets & switching as per plans/code.
Plumbing	Hot, cold and waste piping are run as required. An on-demand or standard water heater is provided (allowance of $400 for WH). The waste line will be accessible under the unit at the perimeter.
HVAC	Mini Split
Gas	N/A
Interior Lighting	LED ceiling fixtures
Exterior Lighting	3 fixtures, Sunlite VTA100 or equivalent
Appliances	Water heater
Walk in Cooler	INCLUDED is a walk-in cooler 7' x 8'
Awning	Shown is an OPTIONAL awning at the front. Not included in this pricing.
Equipment	The image shows a suggested equipment layout. With the exception of the hood and the cooler, equipment is not included in this proposal.



SPECIFICATIONS FOR 20' BAR

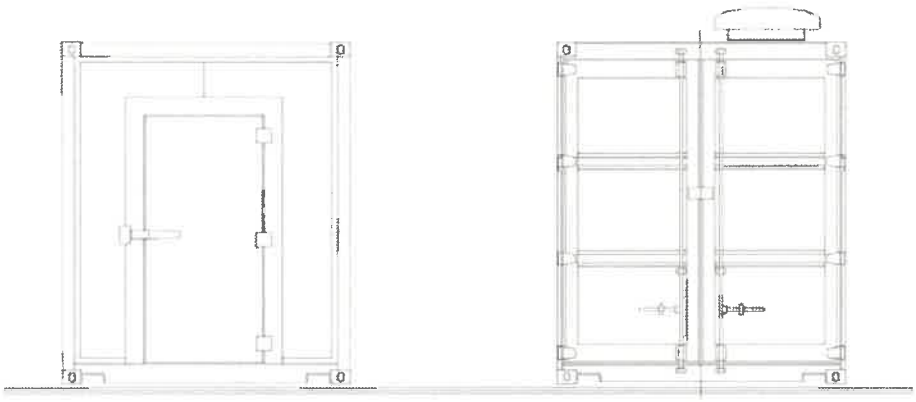
Component	Description
Container(s)	Like-new condition high cube container(s) – "one-way" with minimal wear. Container doors left on, permanently closed. (option for solid wall in place of doors…$2500)
Exterior	Metal primer plus one color top coat single part industrial paint
Insulation	None with open-air building
Flooring	Epoxy commercial floor
Interior Walls	Painted corrugated steel
Ceiling	Painted corrugated steel
Exterior door	Steel security door as per drawing, with commercial hardware.
Service Opening	Sized approx. 16' x 4'. Closed off with a roll-down "garage door"
Service shelf	Stainless shelf approx. 16' x 2'
Ventilation	(2) ceiling mounted fans. Thermostat-controlled roof-mounted exhaust fan.
Fire	None quoted
Plumbing	Allowances: All inclusive plumbing at $2,500
Electrical & lighting	Allowances: All inclusive electric & lighting subcontractor at $3500
Note	No equipment priced.



SPECIFICATIONS FOR 20' STORAGE CONTAINER, REFRIGERATED

Component	Description
Container(s)	2010-2011 refrigerated container with Carrier refrigeration machinery. 460V, 3 phase (other voltages available) Allowance of $11,000 for used refrigerated boxes.
Exterior	One color top coat single part industrial paint.
Flooring	**Metal slats (unworked by LRBC, as it comes from the supplier)**
Interior Walls	**Unworked by LRBC, as it comes from the supplier**
Ceiling	**Unworked by LRBC, as it comes from the supplier**
Exterior doors	The container doors will be removed and replaced with a lockable cooler door (36 x 84) set in an insulated wall panel.

20' COLD STORAGE
20' VENTILATED STORAGE

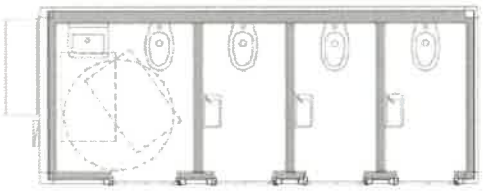


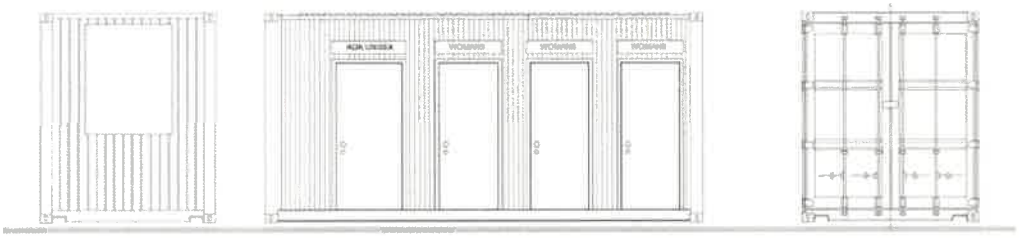
LITTLE RIVER BOX COMPANY
9200 NW 27TH AVE.
MIAMI, FL 33147
305.302.6250

SPECIFICATIONS FOR 20' ADA BATHROOM

Component	Description
Container(s)	Like-new condition high cube container(s) – "one-way" with minimal wear
Exterior	Metal primer plus one color top coat single part industrial paint
Insulation	As per codes, specified as batt insulation.
Flooring	**Ceramic tile with an installed price of $10/sf**
Interior Walls	Painted beadboard panels with FRP wainscot
Ceiling	Painted beadboard
Exterior doors	Steel security doors as per drawing. With commercial hardware.
HVAC	Allowances: All inclusive AC and ventilation subcontractor at $5000
Electrical & lighting	Allowances: All inclusive electric & lighting subcontractor at $3000
Plumbing	Allowances: All inclusive plumbing including all fixtures at $6000
Washroom accessories	Soap dispensers, paper towel dispensers, TP holders, grab bars, mirrors. Mid-priced units.
Note	No equipment screening is specified or priced.

ADA + 3 UNIT UNISEX





1 A-11 NORTH ELEVATION
1/4" = 1'-0"

2 A-11 SOUTH ELEVATION
1/4" = 1'-0"

asante

ASANTE DESIGN GROUP LLC
5225 N Federal Hwy - Suite 315
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www.asantedesigngroup.com
AA 26003540

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REVISIONS

#	DESCRIPTION	DATE

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211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

NORTH & SOUTH ELEVATIONS

Project Name	211 E OCEAN AVENUE
Project number	21-048
Date	08/24/21
Project Manager	JLS
Drawn By	AB

A-11

1 A-11 NORTH ELEVATION
1/4" = 1'-0"

2 A-11 SOUTH ELEVATION
1/4" = 1'-0"

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No.	DESCRIPTION	DATE

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211 E OCEAN AVENUE

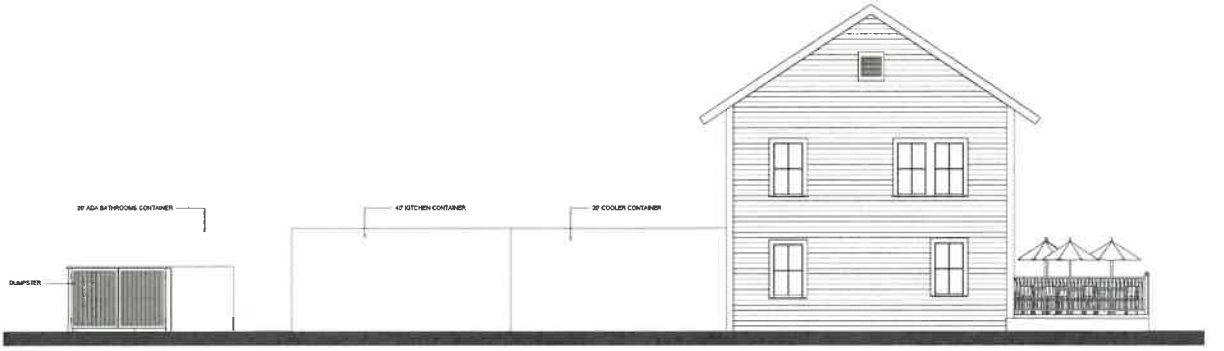
211 E. OCEAN AVENUE
BOYNTON BEACH, FL

NORTH & SOUTH ELEVATIONS

Project Name	211 E OCEAN AVENUE
Project number	31-846
Date	09/24/21
Project Manager	JLS
Drawn By	AB

A-11

1 A-12 EAST ELEVATION
1/4" = 1'-0"



2 A-12 WEST ELEVATION
1/4" = 1'-0"

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REVISIONS

No.	DESCRIPTION	DATE

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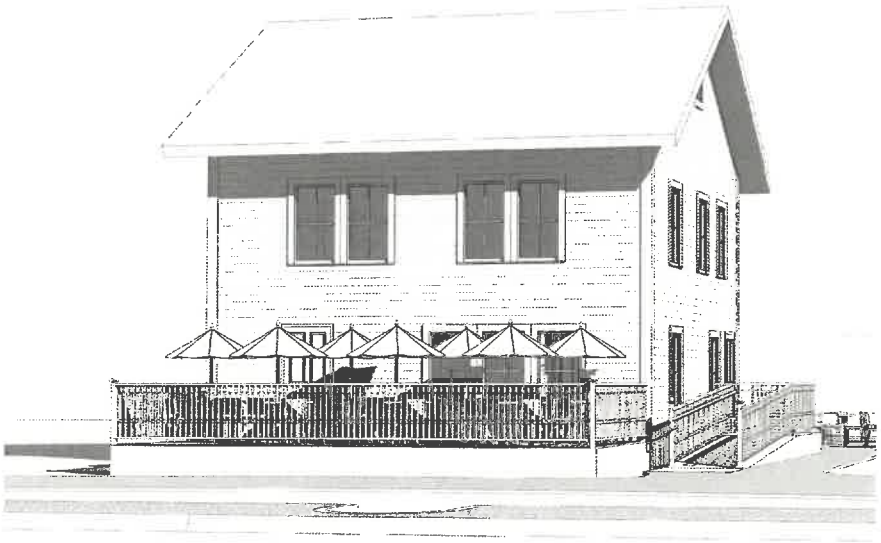
211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

EAST & WEST ELEVATIONS

Project Name	211 E OCEAN AVENUE
Project Number	21-0-M
Date	08/24/21
Project Manager	AJS
Drawn By	AB

A-12



1 / A-14 FRONT PERSPECTIVE

ASANTE DESIGN GROUP LLC
AA 26022560

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211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

3D PERSPECTIVE VIEW

Client Name	211 E OCEAN AVENUE
Project Number	21-046
Date	09/27/21
Project Manager	AS
Drawn By	AB

A-14

1 SOUTH VIEW
A-15

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REVISIONS

No.	Description	Date

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211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

SOUTH VIEW

Project Number 21-046
Date [illegible]
Project Manager A.S
Drawn By AB

A-15

Scale

1 A-15.1 SOUTHWEST VIEW

ASANTE DESIGN GROUP LLC
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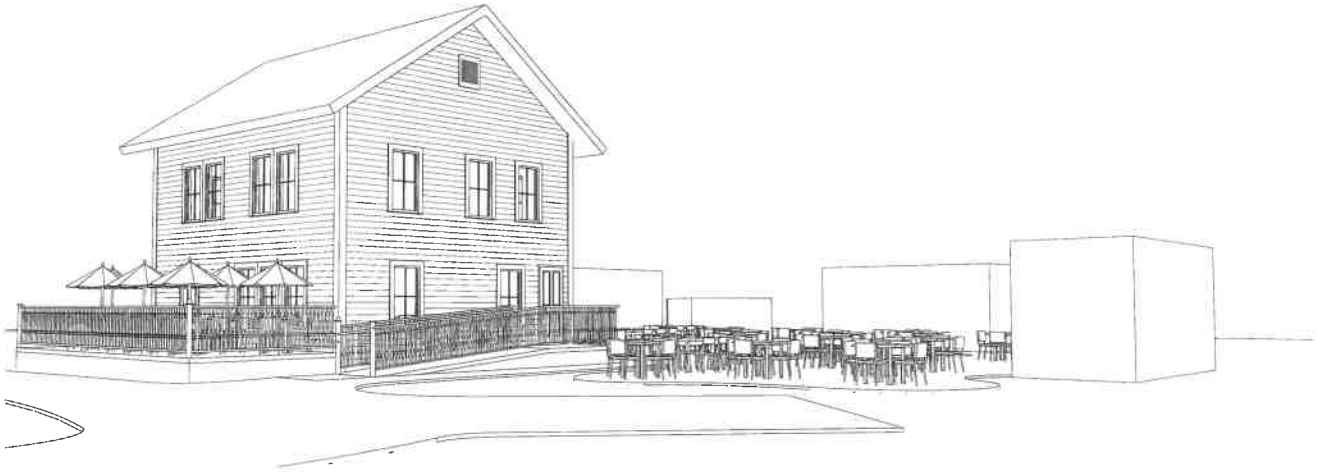
211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

SOUTHWEST VIEW

Project Name	211 E OCEAN AVENUE
Project Number	21-048
Date	08/24/21
Project Manager	JLS
Drawn By	AB

A-15.1



1 A-15.2 SOUTHEAST VIEW

ASANTE DESIGN GROUP LLC
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211 E OCEAN AVENUE

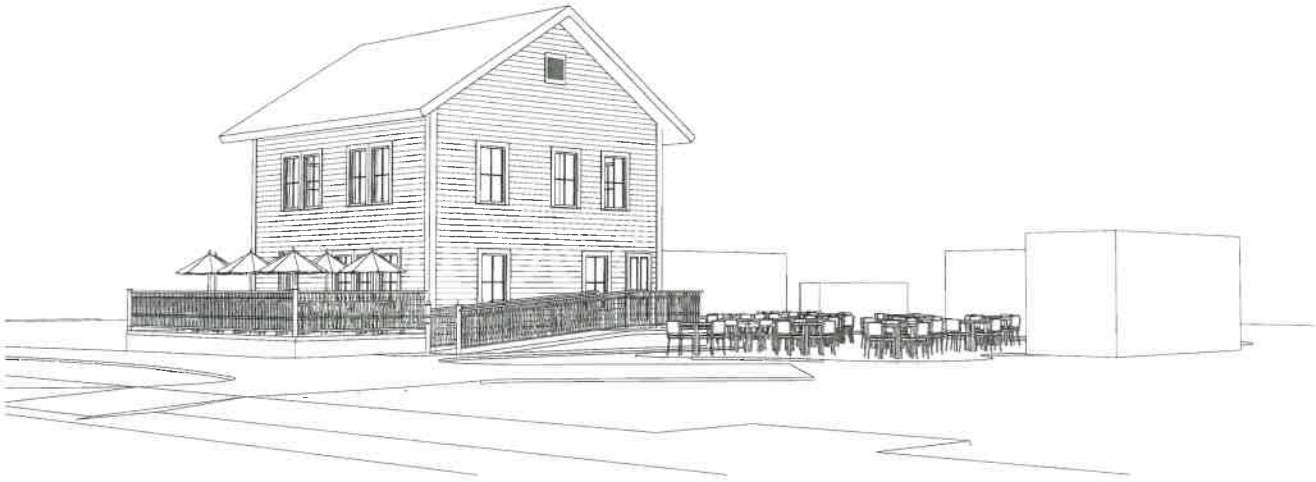
211 E. OCEAN AVENUE
BOYNTON BEACH, FL

SOUTHEAST VIEW

Client Name	211 E OCEAN AVENUE
Project number	2 LOAN
Date	06/24/21
Project Manager	JLS
Drawn By	AB

A-15.2

Scale



1 SOUTHEAST VIEW
A-15.3

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211 E OCEAN AVENUE

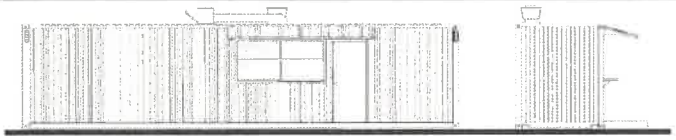
211 E. OCEAN AVENUE
BOYNTON BEACH, FL

SOUTHEAST VIEW

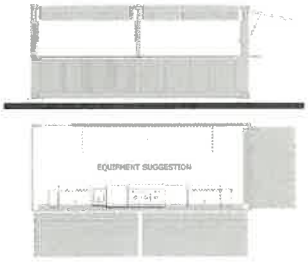
Client Name	211 E OCEAN AVENUE
Project number	21-049
Date	09/24/21
Project Manager	A.S
Drawn By	AB

A-15.3

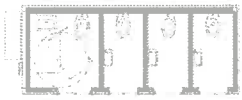
Scale



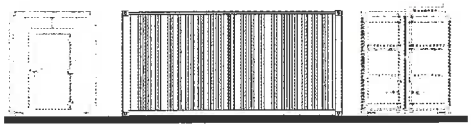
1 A-16 40' KITCHEN 1/4" = 1'-0"



3 A-16 20' BAR 1/4" = 1'-0"



2 A-16 20' ADA BATHROOM 1/4" = 1'-0"



4 A-16 20' COOLER 1/4" = 1'-0"

5 A-16 BAR IMAGE 1/4" = 1'-0"

7 A-16 BAR IMAGE 1/4" = 1'-0"

6 A-16 KITCHEN IMAGE 1/4" = 1'-0"

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211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

GRAPHIC ILLUSTRATIONS

Project Name	211 E OCEAN AVENUE
Project Number	21-046
Date	09/28/21
Project Manager	JLS
Drawn By	AB

A-16

Scale 1/4" = 1'-0"

FRONT

FRONT

FRONT

REAR

STREET VIEW WEST

WEST

EAST

STREET VIEW EAST

asante

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211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

VISUAL CONTEXT AND EXISTING CONDITIONS

Client Name	211 E OCEAN AVENUE
Project number	31-046
Date	09/27/21
Project Manager	JLS
Drawn By	AB

A-17

From: Shutt, Thuy
To: Anthony Barber
Cc: Juliette L. Schiff; "Allan Hendricks"; Utterback, Theresa; Nicklien, Bonnie; Curfman, Vicki
Subject: RE: Anthony Barber has shared a folder with you using Dropbox
Date: Wednesday, September 8, 2021 1:46:00 PM
Attachments: Allan H - PROJECT-NARR.pdf
JULIETTE SCHIFF - 211 E OCEAN AVE - NARRATIVE.docx

Good afternoon, Anthony,

I have reviewed your package and did not see the following items. Please note that the items below will need to be addressed if/should the Board decide to move forward with an agreement with the Barber Family Co LLC based on the LOI.

1. Barber Family Co LLC Business Plan, Company Advantage (Page 4) – Connection between the BBQ shipping container restaurant concept to Wooden Grain Toys. Was this a cut/paste error?
2. Project costs – I see that there is a reference in your business plan that the project costs totals $604,756.85 and $404,756.85 is the estimated construction costs.
   - Please confirm the cost of the container, is it $200,000 or $240,100 as indicated in the Little River Box Company Quote?
   - Please provide a completed cost narrative. Two versions have been provided by Caulfield & Wheeler, Inc. and Asante Design Group LLC but both do not have the total project breakdown that coincides with the Barber Family Co LLC Business Plan's narrative on Page 8, 211 E. Ocean Avenue Boynton Beach (see attached).
   - Please provide cost of the adaptive reuse of the existing building and confirm if this is included in the $404,756.85 since this item is not included in the Caulfield & Wheeler, Inc. cost breakdown above
3. Timeline for activation – Asante Design Group LLC provided their description of services but no timeline associated with the Phases I-V, please provide overall timeframe which includes design, entitlement (planning, zoning, development review approvals, etc.), permitting, construction, and anticipated time that the business will be open for business
4. Please provide a Pre-qualification letter from Valley National and a description of how this funding will be used for the associated costs described above. Specifically, will this be used for soft costs, construction costs, equipment, and/or operations? Any limitations or condition on the loan that may require the CRA property to be used for collateral.

Staff will forward these documents as supplement to your May 27th LOI and they will be presented to the Board at the September 14, 2021 CRA Board meeting along with the other three LOIs received for the property.

If you have additional questions, please feel free to contact me. Thank you.

From: Anthony Barber <atbarber@troysbbque.com>
Sent: Thursday, September 2, 2021 3:51 PM
To: Shutt, Thuy <ShuttT@bbfl.us>

Subject: Anthony Barber has shared a folder with you using Dropbox

Hi,

Here's a link to "magnuson back yard" in my Dropbox:

https://www.dropbox.com/sh/wijgmafoizgdojj/AABm5dX50kbXTkCxn7y8RK9ma?dl=0

Sent from my iPhone

From: Shutt, Thuy
To: Juliette L. Schiff
Cc: Anthony Barber; "Allan Hendricks"; Radigan, Amanda; Utterback, Theresa; Nicklien, Bonnie; Simon, Michael; Rumpf, Michael
Subject: RE: 211 East Ocean Ave - Troy BBQ
Date: Tuesday, August 3, 2021 6:14:00 PM
Attachments: image002.png

Hi, Juliette,

It was nice to hear from you again. Per our conversation, the answers are provided below with a caveat that they must be verified with the Planning and Development staff at the City. Amanda Radigan, Principal Planner, is copied in the email and will be able to help schedule a pre-application meeting and confirm my comments below for Items 1, 2, and part of 3e.

Let me know if you need anything else. Thank you.

From: Juliette L. Schiff <julie@asantedesigngroup.com>
Sent: Friday, July 30, 2021 8:32 AM
To: Shutt, Thuy <ShuttT@bbfl.us>
Cc: Anthony Barber <atbarber@troysbbque.com>; 'Allan Hendricks' <allan@cwiassoc.com>
Subject: 211 East Ocean Ave - Troy BBQ

Good morning Thuy

Allan Hendricks and I are working with Anthony Barber to provide the drawings that the CRA is requesting for the disposal of the land.

To assist us with expediting the submittal, and because I know from working with you in the past, how extremely organized and responsive you are, kindly provide the following:

1. Zoning and future land use for the site – R3 Zoning and LRC Land Use; Note this is in the CRA's Cultural District and the CRA Plan recommends a land use amendment to Mixed-Use Medium which corresponds to MU-2 or MU-3 zoning districts (Page 76 of CRA Plan). Rezoning/land use change may be required.
2. Setbacks & FAR – See property development regulations for recommended zoning (see PZ staff or American Legal Publishing)
3.. List of documents and drawings required for the September 3rd submittal: This is for the CRA 9/14 Board Agenda.

a. A brief narrative/summary of what will be planned for the site – more detailed than previous LOI (building area and uses, number of seats, parking accommodations, etc.)
b. Conceptual site plan
c. Conceptual graphic/rendering depicting how this site will look once completed. Can be in 2D (elevations) or 3D (rendering or sketch)
d. A budget with costs associated with activating the business. This needs to include offering

price and any cost/benefit provided by purchaser if asking for less than market price for the land, costs for design, construction, as well as buildout of container and retrofit the residential structure for the dining use, site costs, how the project will be financed (cash, loan, grant, etc.), and what is requested from the CRA.

e. Development timeline for the project (acquisition through construction).

4. Any previous site plans, renderings, or drawings that the CRA has considered for the same site – Will send what we have under separate cover since it requires a little more research. Please ask Anthony if he needs more that was Mike Simon had forwarded to him. I would suggest you also ask the Building Department for any previous building permit plans since that would be most helpful for you when evaluating the existing building.

Looking forward to collaborating with you on this wonderful new addition to the district!

Kind regards,

Juliette
Juliette Schiff AIA, NCARB, LEED AP BD+C
President + Design Principal
T 561-349-5151 D 561-931-9570

www.asantedesigngroup.com

Community Redevelopment Agency Board Meeting
Tuesday, September 14, 2021 - 5:30 PM
GoToWebinar Online Meeting and City Hall Chambers, 100 E. Ocean Avenue
561-737-3256

AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Agenda Approval**
   - **A.** Additions, Deletions, Corrections to the Agenda
   - **B.** Adoption of Agenda
6. **Legal**
   - **A.** Project Update on the Purchase and Development Agreement with Ocean One Boynton, LLC for the Ocean One Project
7. **Informational Items and Disclosures by Board Members and CRA Staff:**
   - **A.** Disclosure of Conflicts, Contacts, and Relationships for Items Presented to the CRA Board on Agenda
8. **Announcements and Awards**
   - **A.** The 10th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash Official Proclamation
   - **B.** 2021 Florida Festivals & Events Association SUNsational Awards
9. **Information Only**
   - **A.** Public Relations Articles Associated with the CRA
10. **Public Comments**
11. **CRA Advisory Board**
    - **A.** CRA Advisory Board Meeting Minutes - July 1, 2021
    - **B.** Review of Commercial Properties within the CRA Area
    - **C.** Reports on Pending Assignments

12. Consent Agenda

- **A.** CRA Financial Report Period Ending August 31, 2021
- **B.** Approval of CRA Board Meeting Minutes - August 10, 2021
- **C.** Approval of Habitat for Humanity of South Palm Beach County, Inc.'s (HFHSPBC) Design Plans for the Property Located at 545 NW 11th Avenue
- **D.** Approval of the Quit Claim Deed from the CRA to the City for the CRA Owned Parcels located at the NE corner of NE 3rd Street and NE 9th Avenue
- **E.** Approval of Commercial Rent Reimbursement Grant Program in the Amount of $15,000 to Soleil Academy 2, LLC d/b/a Soleil Early Learning Academy located at 202 W. Boynton Beach Boulevard, Boynton Beach, FL 33435
- **F.** Approval of Commercial Property Improvement Grant Program in the Amount of $25,000 for Soleil Academy 2 LLC d/b/a Soleil Early Learning Academy located at 202 W. Boynton Beach Boulevard, Boynton Beach, FL 33435
- **G.** Approval of Commercial Rent Reimbursement Grant Program in the Amount of $21,000 to Nicholson Muir Meats LLC located at 480 E. Ocean Avenue
- **H.** Approval of Commercial Property Improvement Grant Program in the Amount of $25,919.16 for Nicholson Muir Meats LLC located at 480 E. Ocean Avenue
- **I.** Approval of Commercial Rent Reimbursement Grant Program in the Amount of $15,000 to Custom Truss LLC located at 510 Industrial Avenue, Boynton Beach, FL 33426
- **J.** Approval of Commercial Property Improvement Grant Program in the Amount of $25,000 for Custom Truss LLC located at 510 Industrial Avenue, Boynton Beach, FL 33426

13. Pulled Consent Agenda Items

14. CRA Projects in Progress

- **A.** Rock the Plaza at Ocean Plaza Recap
- **B.** Marina Marketing and Social Media Update
- **C.** CRA Economic & Business Development Grant Program FY 2020-2021 Year End Report
- **D.** Project Update on the Boynton Beach Office Condominium, LLC for the CRA-owned Properties Located at 1102-1110 N. Federal Highway

15. Public Hearing

16. Old Business

- **A.** Approval of Fiscal Year 2021-2022 Project Fund Budget
- **B.** Consideration of Resolution No. R21-02 Adopting the CRA Budget for Fiscal Year 2021-2022
- **C.** Discussion and Consideration of the Employment Agreement for the Executive Director of the CRA
- **D.** Discussion and Consideration of Lease Terms with C Life C Food, Inc. for

the CRA-owned Property located at 401-407 E. Boynton Beach Boulevard

E. MLK Jr. Boulevard Corridor Commercial Redevelopment and Affordable Multi-Family Rental Apartment Project Update

F. Discussion and Consideration of a Purchase and Development Agreement for the Cottage District Infill Housing Redevelopment Project with Azur Equities, LLC

G. Project Update for the Purchase of the Properties Located at 511, 515 and 529 E. Ocean Avenue

H. Review of Marina Parking Management

I. Discussion and Consideration of a Letter of Intent from the Barber Family Companies LLC for CRA-Owned Property Located at 211 E. Ocean Avenue

17. New Business

A. Discussion and Consideration of Additional Letters of Intent Received for the CRA-Owned Property Located at 211 E. Ocean Avenue

B. Consideration of Registration and Travel Expenses to Attend the Florida Redevelopment Association 2021 Annual Conference on October 27-29, 2021 in Fort Myers

18. Future Agenda Items

19. 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.

Chair Grant was alright with the 30 minutes until 10:00 a.m., but the question was certain penalties.

Attorney Duhy thought there were Marina rules and regulations that apply and are referenced in all leases. Her recommendation would be to say, "They may be subject to penalties as stated therein", meaning tenants are put on notice in the lease and that they must abide. The rules and regulations might allow the enforcement of penalties, then penalties could be added to the rules and regulations as they are going, which allows an ongoing opportunity to amend the rules to deal with things; generally, that is a better course than putting it in the lease.

Chair Grant stated they could also have tenants come before the Board regarding their thoughts as to what is fair.

Attorney Duhy reiterated that the rules and regulations could be amended during the pendency of leases, meaning rules and regulations could change and she was sure the lease said something to that effect. That is where she would put the penalty provision for failing to abide by any of the rules and regulations.

Chair Grant commented that the issue of the dock master threatening to call tow companies would not necessarily be an effective penalty because by time the tow companies arrive, the vehicles could already be gone.

Motion

Board Member Katz moved to extend the morning time 30 minutes, to 10:30 a.m. and 15 minutes from thereon, and that the draft leases include a reference to the rules and regulations and make clear that failure that failure to abide by the rules and regulations could subject them to penalties including fines, and make sure leases are clear that they may be amended from time to time at the consideration of the Board. Vice Chair Hay seconded the motion. Motion passed unanimously.

Attorney Duhy stated the only thing she would like added to the motion was to update the draft leases to include a reference to the rules and regulations and make clear that failure to abide by rules and regulations could subject them to penalties including fines. They will make sure the leases are clear that they may be amended from time to time at the consideration of the Board with those two changes of confirmation in the lease

I. Discussion and Consideration of a Letter of Intent from the Barber Family Companies LLC for CRA-Owned Property Located at 211 E. Ocean Avenue

Chair Grant asked the Board what they would like to do as they receive multiple offers for 211 East Ocean Avenue.

Board Member Katz clarified that under no circumstance would he support selling this property. When the initial LOI was submitted, his logic was that over time, the goal was to consolidate with the two adjacent property owners, which could take five to ten years. He envisioned this as being part of a greater consolidation, so he wanted to entertain a lease to activate the space, but he knew many LOI's have come in with Intent to Purchase. He would reject every offer that involves purchase because that is not something he was willing to commit to. He believed in the long-term, the property needs to be consolidated because if not, there is a vacant lot next to it and a strip of tenant residential units behind it. To him, it must be consolidated over time; therefore, they cannot relinquish ownership of the property.

Chair Grant concurred with Board Member Katz in the sense he was happy to do more of a long-term lease because the property has been vacant for 14 years. To activate the space would be complimentary to the amphitheater and he was excited to see there is interest. He suggested they allow the Barber family to speak because there were other people on the Board who may feel differently and then allow other members for Item 17A to speak before the Board decides.

Anthony Barber, 1920 South Federal Highway, mentioned the Barber family's presentation and request to purchase the property at 211 East Ocean Avenue, to activate the space as a restaurant. As expected, it was not as easy for all to agree to sell the property because of certain limitations, so there was an option of a long-term lease. With the cost associated with the buildout and the activation of the space, it would need to be a long-term lease with a favorable term. He was open to all options, but when he says term, he means like a ten-year lease with a 180-day situation. The cost to activate the space is about $750,000, so it is rare someone would want to lease a space and invest money into a space they do not own. He has been working with some associates and they have come up with a plan, which allows them to activate the space by adding a porch or patio to the front of the property with seating, using shipping containers as the kitchen, bar area, and restrooms. They have received quotes for five shipping containers that would allow them to immediately activate the space; they do not need a loan, and those documents were added into the drop box for CRA staff as proof of funds to go immediately into the project once it is approved on whatever level it is. A timeline was added that shows what they believe they could get done and how well they could move through the project and get the space activated quickly. He personally has partnered with a good friend, Rodney Mayo, who owns Dada in Delray Beach, a very popular restaurant. He also has a partnership within Dada, which means he has probably some of the most secure local restaurant backing supporting him as he moves through the project. Not only does the group own Dada, but they also own Honey Coffee shops, Kapow, the Dubliner, Holly's, and many other restaurants in South Florida. With their support and his expertise and being owner of Troy's Barbecue, which is his father's business he started in 1996, which he has managed and grew since 2016, he feels they can make this space very popular, not only for lunch, but to help move traffic through the corridor of Ocean Avenue from one end to the other. He thought a restaurant of this nature was perfect. The project, as it stands, does not take away from the historic nature of the home, the

only thing they would change was demolishing the addition on the back of the home, which was not necessarily a part of the historic side. They want to make this a destination. They have a great landscaping plan and all the quotes for construction. He is opening a similar project on September 24, 2021, which is at completion.

Alan Hendricks, 716 NW 1st Avenue, with Caufield and Wheeler, site planner and landscape architect, stated there would be a lot of outdoor seating and a tropical covered area, mostly outdoor dining. They have tried to activate the space on the street while still providing a drive, so people could enter the site, drop someone off at the front door, then exit the site, and park elsewhere. The property has been sitting there for a while and he thinks it is a great use. He understood the point about potentially consolidating this site, but he could argue that it did not necessarily need to be that way and they could keep the site as a restaurant. This could be left as a restaurant for future terms and build residential and retail around it.

Board Member Katz agreed that he did not know what a future consolidation would look like, but he did know that he would not, at least at this time, want to define that future site by releasing the land. His personal vision was something along the line of a five-year lease with the understanding that an investment would have to be heavily subsidized by them because he would not ask someone to invest three-quarters or a million dollars and then say they must walk away in five years. To him, there would need to be extremely favorable terms to lease. Currently, the property has no value in terms of revenue, so if someone was willing to invest money and by virtue of charging little or no rent for them to occupy that space for a certain number of years, could cover a good portion of their investment. He would be willing to do whatever it takes to activate the space to make it buyable for those five years and hit marks that justify the investment and defray all costs. He added that a demonstration of the successfulness of an endeavor like this would lend itself to them saying yes, an L-shape is better than a full consolidation. Currently, in concept, by virtue of demonstrating that house could be activated and successfully operated for years, he thought a future Commission would say they did not want to tear that down, not extend the lease, or sell the property, and they could work around it.

Mr. Hendricks stated it was all about the numbers and all things are negotiable.
Board Member Romelus felt everything said were the reasons this property should be sold and conveyed for this project. Why play a game of who can hold it temporarily and see what happens in five years rather than allow the property to be redeveloped into something beautiful and inviting to Downtown, which is desperately needed. She questioned how many viable Black-owned businesses they have on Ocean Avenue.

Chair Grant asked if Board Member Romelus was talking between Federal Highway and Seacrest or on Ocean Plaza.

Board Member Romelus clarified this was the main Downtown corridor.

Bonnie Nickelien, Grants Manager, stated there were two.

Board Member Romelus ventured to say there was nothing that would bring the essence that allows a more cultural expansion and that is what this restaurant would do. This is needed in this part of the City. She thought they should move forward and allow this project to grow.

Board Member Penserga commented that he was a big fan of what Mr. Barber was doing; he is local and successful, they want to keep him, and he is expanding. Mr. Barber and Mr. Hendricks are right, this is the place, the connection between the Marina to Town Square. The Board wants to encourage people to walk in between, and this is what he imagined as a catalyst for this. They need people sitting outside and walking around to push people through the corridor. He supports this, but his concern was that they did not want to be in the way of development. As mentioned, a ten-year lease is a lengthy time, and they would not have to leave in a year. Perhaps they did not need to consider a vision for the area that would capture the whole block, but pieces built around it. He heard all the arguments and was in favor of this plan. He questioned if the applicant was seeking to lease or by.

Mr. Barber stated he was alright with an option for a significant long-term lease, five with a five, or a purchase. He wanted to be clear, it is somewhat irresponsible of anyone trying to build a bridge for a legacy for their family to invest where they do not have a stake in the land, it is not wise. Board Member Katz made that point very clear and he did not mince any words.

Vice Chair Hay was all for this project. He understood there are other Letters of Intent and other ideas, which he wants to hear, and then make up his mind on what he feels would be the best for the area. They have been down this road before where others were interested, and the Board did not want to go with certain individuals at the corner of Federal Highway and Ocean Avenue because they wanted to hear what others had to say. They may end up back here with Mr. Barber, but at this point, he wants to hear the other options before making a final decision as to what direction he wants to go.

Board Member Penserga asked about the project cost.
Mr. Barber said they could say $1 million, either way, he does not need a loan. He has proof of funds available, so if the Board said yes tonight and this was a site plan modification, he could start digging tomorrow. They are opening in West Palm Beach on September 24, 2021, the Art Collective, and a second Troy's Barbecue location called The Peach. It is built on the same premise of historic building, offsite cooking, dining in a space and dining outside. It is a proven concept that has been done in other places, but now he is taking his hand and activating his own and looking to do a different concept in Boynton Beach. He is not looking to move Troy's Barbecue from its current location to this current location on Ocean Avenue; they are looking to do an All-American Dining Restaurant on this street that activates it in an awesome way.

Board Member Katz commented that as explained to him, the property has been given a local Presentation Designation and there has been some effort to make that property able to apply for Preservation Funds. His position is that there is a difference between that house and the old high school. He questioned if the current designation restricts potential uses and how they could remove the current designation if that is an impediment. Regarding shipping containers, in the past relative to housing, they talked about how there were not current shipping container codes in the City and he questioned how they could move beyond that obstacle if they were to move forward on something similar to this.

Ms. Shutt stated regarding the Historic Preservation component, it is locally designated. Based on her conversation with City staff, it goes to aesthetics of how it is preserved. They would need to make sure any of the improvements or additions need to be from the existing pad moving back northward. Regarding the Building Code issue, there was nothing preventing it, and, in fact, the Building code may help the applicant. There is a certain flexibility and cost of converting a residential structure to a commercial use. Even if it is for a couple of seats or storage, they need to make sure the structural capability on the second floor and deck wood is investigated. As far as the historical content, they need to restore the building aesthetically on the outside, not changing or adding anything to it. They are looking to provide seating in a seated area to the back, which would be consistent in concept. Now that there is a concept plan, they can move forward to the Planning and Zoning staff for more input. In the initial discussion with Planning and Zoning, they did not have anything to react to, but they said one thing that needed to be looked at was the site improvements, which could also be explored. There would be a zoning application and rezoning with Planning and Zoning to get the use activated. Historical is not going to prevent them from what they are planning to do. As far as taking away the designation, the CRA could go through the process or explore the opportunity if changes needed to be made to the building or if it did not fit their needs. From what she understood, they could work with the building as it is, it is just the expense of retrofitting the building. Staff indicated there are currently no regulations regarding the Feasibility of the shipping container. They would entertain looking at this as a test case, but again, they would help in facilitating a meeting with Planning and Staff should the Board want to explore this opportunity.

Board Member Katz indicated that he did not object to having staff work to do this, especially because it has been discussed in some capacity in the past relative to residential, because using shipping containers for structures for residential and commercial is a normal thing. As for Board Member Romelus' position and the need for someone willing to invest money to be able to come out of this, he thought a five-year lease with a five-year option afterwards was the middle ground of selling the property right now and deciding what future redevelopment would be, which is an L-shape around the adjacent properties, or if they do a five and five, which basically puts adjacent properties on notice that they have five years to figure out what they might want to do and approach the CRA in terms of consolidation. If, in those five years they have not come up with a plan or sold the property to the CRA or the City or have not approached the Board with a

consolidation plan, he would think a decision could be made by the Board to extend the five years or that a five and five could contain a Purchase option. He was trying to find a way to keep their options open. He truly thought a viable business proving the point being made would ultimately end up steering the future of this property versus them making the decision now and steering the future. Because if business are not always successful, he would not want to have sold the property and then having nothing as far as future redevelopment. He thought a guaranteed five with extremely favorable terms; he did not have a problem with a five-year lease with almost no cost associated other than the cost of maintaining the property and whatever hard costs are involved. He was willing to activate this pace and give it a five-year run to make sure it is economically viable and justifiable, and he would be willing to do everything possible to make that so.

Board Member Penserga agreed; he liked the five-five idea. In that time, they would know if this was a strong business. He was in support of that.

Chair Grant commented that Vice Chair Hay said he would like to hear from the other people who put out the LOI prior to deciding. He suggested having the option where the person selected could grow their business on extremely favorable terms that only a government could offer. In addition, having the extension, the first right of refusal, so any developer who would want to work there must come with you, because that way you are not subject to another developer coming in and kicking you out. He thought the Board wanted to move forward with development and if they could keep this with the two-story condos, that may work out for the best.

Mr. Hendricks mentioned the shipping containers and noted they are coming from Miami, they are plug and play, and they are put on a slab. Someone was coming up with a chunk of money.

Chair Grant indicated the first Letter of Intent was from Brian Fitzpatrick. There was no online contact with Mr. Fitzpatrick, so they moved onto the next applicant.

Bradley Miller, Urban Design Studio, representing the Daggers, Dr. Sammy Dagger and Salom Dagger. He stated they do not have a specific plan as he was contacted about a week ago and to put something together would have been a very thrown together plan. They would rather work with the CRA Board and staff to come up with a development plan that satisfies all the needs and following the CRA Redevelopment Plan put into place many years ago and pursue in that direction. He noted that they were asking for time. He was involved in the 115 North Federal Highway site with the original LOI operator, and they wanted that to go through, but it is still in the process. Rather than jumping right in, it is a matter of looking at the City perspective relative to location of their new City Hall and the amphitheater, and eventually the rest would come into play as far as Town Square. He asked that they do this as a consolidated plan. They would like to work with the CRA Board and staff t create ideas of most likely a mixed-use opportunity that could bring in businesses as well as residential to support the area and corridor of Ocean Avenue. He noted his clients own the 209 parcel.

Chair Grant commented that the difficulty with this proposal was that the CRA was not a developer. It would be better if the Daggers said they wanted to develop the Ocean Avenue frontage and here is the plan, rather than saying they wanted to work with the CRA Board, but they did not have a plan. He mentioned that Mr. Fitzpatrick attended a previous meeting, but the problem with planning it out is a possibility, not a reality. The Board is trying to activate the space, not necessarily for the long-term, but for what they can do now. The space is valuable, but he does not know what this Board is going to say for another mixed-use development project within the next six months. They are doctors, not developers, so he questioned if they were trying to get the maximum value from their property to try to develop themselves or if they are trying to partner with their own developer, or if they are asking the CRA for a certain amount of money to be over an done with it and according to earlier conversations, could it be done before the end of the year because they would have to pay increased capital gains within next year. He was in favor for finding the time for next month, but he would want something more tangible than possibilities, he wants realities of what could happen within the next six months.

Mr. Miller stated they are asking for time to be able to put together a plan and come back to the Board with that information. There is one doctor and he believed Salom was real estate oriented, so there is a connection to having some development experience. They told him about a half a dozen properties here in the City that they have and maintain, both commercial and residential, so they are an entity that has been in the City for a long time; they are part of the community.

Board Member Katz agreed and reflected most of what the Chair said. While talking about a mixed-use in five years, in his opinion, the mixed-use project was more realistic because he did not see this site being built out to that level when Town Square is not guaranteed to be built out by then. He was not opposed to trying to be consistent with past practices. He did not think this was an RFP type situation because his thought is to activate the space right now for a couple years minimum or longer. He worries if the client proposes what it might be in five years, he would say that is another big promise and it is most likely to turn into a big swing in the mist like so many others have. He would prefer to activate the space.

Mr. Miller was not surprised. The two properties combined are still a lot smaller than the larger mixed-use developments that have stung everyone. It is coming up with a plan that is not as grand as others that require a bank roll, but being able to do it, support it, and come back to the Board with numbers. They are looking for time. He thought any property along Ocean Avenue, whether it is 115 or 211, were very important to the plan for that area. This property is smaller in size and may be a little more controllable to make that happen faster. If there is a compromise, he liked the opening comments of not wanting to sell and to be able to give that opportunity down the road to see what happens.

Board Member Katz stated the client and Mr. Fitzpatrick could work together to come up with a project that forms an L-shape, which would remove any of the other hypotheticals

and then everyone could get what they want. Currently, the thing standing in the way of selling that property is the hypothetical consolidation and the thing standing in your client's way and in Mr. Fitzpatrick's way, is that a grand plan is unlikely. He recommended if his client and Mr. Fitzpatrick acknowledged they plan to develop in an L-shape fashion, that would pave the way for both plans to exist.

Mr. Miller understood and stated it has been discussed with his client. They have not had a conversation with Mr. Fitzpatrick, but they can reach out.

Chair Grant called Florida Technical Consultants to speak.

James Barton, Florida Technical Consultants, a small engineering company above Hurricane Alley, was present. He distributed handouts and highlighted the following:

- Florida Technical Consultants has been in the area about 20 years. They are a Civil Engineering firm and focus on geographic information systems and implementation for mostly utilities and municipalities and they do training.
- They are a high-tech firm in Boynton Beach with six employees: three engineers, one general contractor, one architect designer, and one CAD GS technician.
- They want to stay in the CRA and in Boynton Beach and want to start a partnership with the City in the training and technical services they offer.
- Their proposal is slightly different, it is not multi-purpose, it is not mixed-use, and it is not a restaurant. They are thinking of a small office with a training facility, and they could even do outreach to small business support. The building is perfect for this because there is no traffic impact and there is ample parking. They would not need an investment in growing the property and they do not need additional restrooms or parking for more people. For a training facility, the location is perfect because it is right off the highway and central to Palm Beach County. The only other training facility down here is in Coral Gables, there is nothing else around unless they go to Tampa.
- As a high-tech firm, they often have meetings in the City where they invite other small engineering companies and small businesses. The meetings are usually at the Butcher and the Bar on Thursday nights at which time they talk about running a small business and some of the challenges.
- Benefits to the CRA of having a training facility are that they can assume responsibility of the building, they can attract other high-tech firms to the region, offer training to City staff and to other residents and schools, and they could also offer direct technical services to the CRA.
- Benefits to the community are maintaining the historic link to the City, maintaining a link to the business development the City is trying to achieve; they could be more of the professional end of that because they are a small business.
- They would invest in the building and community, beautify the property with landscaping, and make it a green project, so they would not increase the footprint. They would reduce the footprint, take out the asphalt in the rear and put in grass,

so they are reducing the heat footprint. They do not need additional parking, concrete, or restroom facilities.

- They could help the CRA by inventorying all their properties and adding information about them, especially different types of businesses, where they are, and what is vacant.
- Research was done on the property and all documents provided were reviewed. They did a site visit with a contractor to get cost estimates. A cost estimate for them to work in the property would be significantly less than investing in a restaurant because additional facilities do not have to be added, but there is a lot to be done. They have to pick up the past ten years of maintenance and make sure everything is to code. They reached out to the City, did the document review, and reached out to Planning and Zoning regarding the code.
- The vision of the building would be to maintain, and it would be a professional office linked to the City.

Mr. Barton questioned if that would be an acceptable idea for the CRA because if not, then he could walk away. He believed there is value in maintaining the property and value in what their company brings to the City. They would like Boynton Beach to be a tech hub in the region.

Board Member Penserga thought this seemed like a great company and they are doing great things for the City. The Board appreciates the commitment and wants to keep them in this City. His concern was that the space is a house located in a central location of the Downtown corridor and during the day it is used as an office but questioned what would happen during the night. They are trying to grow the Downtown and need to encourage people to walk, to have nightlife, going to restaurants and stores. There should be office spaces in the Downtown area, but he did not think it needed to be put for that footprint as the only use. If there were a restaurant on the first floor and office space on the second floor, it would ensure the area always had activity, day, and night.

Chair Grant questioned if Mr. Barton was alright with a long-term lease versus owning the property and learned he was.
Vice Chair Hay questioned how much minimum square foot they would need for their professional office.

Mr. Barton stated currently on the top floor there are two offices and an open office area they could use. Most of the engineers work from home and do not need to meet all the time. When he looked at this property two years ago, he thought they would run out of space, but now they would not have that problem. If they grow geographically, this would be the hub of all the activities, but they do not need more space. The reception area is on the bottom floor and a large room would be perfect for a training facility. They would not run out of space and could be very creative on how the space was used. They could do classes at night in the downstairs area. It is not a restaurant scenario, the inside is not big enough for a restaurant, there is no room for tables or a kitchen, and there is only one restroom downstairs. They would be interested in partnering with the community for Pirate

Fest and those types of things and there is a big lawn out back, so they could help host events. They think the facility is large enough for all their needs.

Vice Chair Hay mentioned they do not need a lot of space, but they need adequate space. He questioned if they would consider staying in Boynton Beach outside of the CRA area and if they have been looking at space.

Mr. Barton replied yes. He has been looking, but they have not been looking seriously. They just found out a month ago about losing their lease at the Oyer property.

Vice Chair Hay stated they would like to have them remain in Boynton Beach.

Mr. Barton commented that he was looking in the CRA and would be willing to acquire property if possible. He would like to acquire this property, but it did not seem to be the direction the Board wanted to go in at this time. A long-term lease with support would be fine. The footprint would not have to be increased, so they could take what they have, save it, and make it a useful environment for work and learning.

Board Member Katz agreed with Board Member Penserga that it was not what he envisioned the space for, although he did see other opportunities in the area if office space in this general area was what they are seeking. His vision was that this is their main street, and it should be activated as many hours as possible and drawing as much attention as possible. He thought other office space, whether it is in the CRA or in the City, for this type of business would be more realistic.

Chair Grant called Kim Kelly to speak.

Kim Kelly mentioned they were trying to figure out if the CRA was going to buy the Oyer building, and she knows what it is like to lease. She would like to be able to purchase this property just like Anthony Barber. The only thing that bothers her about having a lease is what happens when it is up; you get displaced and have no where to go. Being Downtown for 25 years, she feels like it is deserved. They have offered substantially more money than anyone else and it would also help solve a dilemma. If the Board did not want to sell the property, they would probably like to consider a long-term lease, but they would need help from the CRA. They would have a year or two to figure out where they would go and there is not a lot out there to choose from. She believed the property should be a restaurant. She just found out about the sale a couple months ago and it is life changing.

Chair Grant called Brian Fitzpatrick to speak.

Brian Fitzpatrick stated if they were to move the Magnuson House, they would be able to accommodate Mr. Barber or Ms. Kelley's dreams as well. There is additional restaurant space at Ruth Jones house that has been restored. It has been sitting there vacant and

is a perfect spot for a restaurant. Serious money is being spent on Town Square, so let's put something that will compliment the block.

Julia Chiff, 5255 North Federal Highway, architect for the Barber family, commented that no one addressed architectural issues related to this building. This is a historical building. Mr. Barber and his partner have put together an exciting energizing opportunity that she wants the CRA to realize. They have not only addressed Planning and Zoning, CRA, and historical issues, but also architectural issues at the same time. By honoring the building as a historical building and bringing in shipping containers, they have married the idea of old and new and brought greenery and landscape. They are not installing elevators to the second floor and destroying the integrity and historical aesthetics to the building, they are not creating massive excessive ADA ramps, they are creating beautifully designed and integrated porches with detailed railings that honor and retain the significance of the building that has been there for so many years and a small carefully placed handicap ramp on the east side of the property with one entrance door as a way to greet patrons. In comparison to the Dagger proposal, which talks about relocating the building, the Barber proposal honors the building by retaining its presence and not doing a lot to significantly alter the structure other than making it safe and habitable for commercial use. She did not want the CRA to miss an opportunity to take a team, that in a very short time, could put the funds together, put together a plan, is ready to go tomorrow with approval, and activate this site that has been dormant for so long.

Chair Grant asked Attorney Duhy to inform the Board of their options.

Attorney Duhy advised that the Board previously accepted the Letter of Intent from Anthony Barber to begin discussions and that is the current Letter of Intent on the property. As part of that process, a Notice of Intent to Dispose was advertised and they have received several other interested parties. The Board's options are to continue to direct staff to continue negotiations with the chosen developer and come to terms of an agreement whatever that may be or reject the Barber Letter of Intent and direct staff to move forward with negotiations with one of the other interested parties.

Chair Grant commented that they could put it out to an RFP or RFQ.
Board Member Katz indicated that the Board accepted a Letter of Intent, the property has been noticed, and there was ample opportunity for people to come up with plans and come here tonight to present those plans. Now there is a request to extend a little more time, which he was not opposed to, but he did not want to go the RFP route because he thought in five years a larger mixed-use project might be viable. If he saw a large mixed-use project presented today, he did not think it would be viable today and he did not want to decide for someone five years from now when he could decide right now to activate the space and in five years, depending on the terms of the lease, the body at that time could decide. As he talked and listened, thought more, and got to his last statements about the L-shape, he has moved closer to the desire to force the hand of the adjacent property developers. He did not want to see a premature massive project derail the potential for a project that could exist tomorrow. He was in favor whether it was 30 or 60

days, to allow other people more time to propose. He did not want to go to an RFP, so he did not know what was legally possible.

Attorney Duhy advised they have already issued the notice to the public of the availability of the property or their Intent to Dispose of it and they have received those interested parties. She questioned if the request was to republish for more interested parties or select a group of people among the ones who responded today and allow them additional time to prepare more information.

Board Member Katz indicated that it would be for the existing group. In the interest of fairness, as they have done in the past, when an LOI was submitted people were given an opportunity. Again, already having a personal preference for Mr. Barber's plan and after this discussion, his advice would be to try to come up with a viable plan for properties that compliment this property. He did not want to sell the property outright, but if he saw a grand mixed-use project presented anytime in the next month or two, he would never support it. The Board has an actual tangible promise before them that he would take over a grand false promise in a heartbeat.

Chair Grant felt that getting Mr. Barber more involved, who has been in the City for decades, would not necessarily hurt. He was in favor of directing staff to move forward with a long-term lease agreement so the Board could look at this next month and review comments to make sure Mr. Barber would be able to build wealth for his family in the future. The point of the CRA is to remove slum and blight, vacant buildings, and spaces considered slum and blight.

Board Member Romelus stated there was an opportunity to remove slum and blight. She again asked how many Black-owned businesses own property on Ocean Avenue. Her intention was not to give Mr. Barber a five-year lease that could be broken or renegotiated. When another property owner comes in, they have an opportunity to start a precedent that says Ocean Avenue is open for business in Boynton Beach. She thought the five and five was the easy way to go and she thought they should sell the property. Mr. Barber has done the work and provided a Unified option that has not been presented in the last five years. She believed there would be an opportunity for Mr. Fitzpatrick and Mr. Dagger to develop the remainder of that property, which would also be a positive move to allow this initiative to reward and incentivize individuals to come before the Board to present plans that are satisfactory.

Vice Chair Hay was all for Anthony Barber and his project. He was looking for some consistency; the Board has gone down this path before and said they wanted an RFP to see what others could do with the property and he did not see any difference on this. He will vote the way the Board votes. One thing to consider is that Mr. Barber owns another barbecue restaurant around the corner on Federal Highway and he is getting ready to open one in West Palm Beach. He wanted to hear other ideas and see the layouts; there is no rush, they do not have to close by December 31, 2021. He was not ready to move forward. This was discussed last month, and the atmosphere was to see what else was

out there. He questioned if the Board was going to allow people to show their ideas or if they were going to close the door.

Chair Grant advised that to sell the property, an appraisal would have to be done, it has been a while since they got an appraisal. They also need to make sure the CRA is doing their due diligence. The main concern is that Mr. Barber has had issues where he picked a location and it did not work out, so that is something to be considered. For him, having the five-year lease with a five-year extension with the right of refusal, gives him security that he would be a long-term partner in the CRA, and he could profit. He did not know if offering the $200,000 and $50,000 for the next seven years was the best offer for the CRA to accept. He would say moving forward with a lease term, which he believed was the consensus of the Board, was something they should have in their discussions along with the other ideas because he felt anything offered to Mr. Barber would be similar to what would be offered to the other applicants.

Board Member Penserga stated when he outright said he supported the idea of having a lease, it is not meant or intended to say he did not think the property should not be owned. It is a restaurant, and like any small business, not all things are successful. There was an option. He mentioned the letter submitted was a Letter of Intent to Lease. He questioned if there was a need for the letter to be submitted.

Ms. Shutt responded no, notices have been done.

Board Member Romelus thought the word "acquiring", in her opinion, did not mean leasing, it meant owning.

Attorney Duhy stated the letter did not preclude either, so this is the negotiation. The Board could direct staff to put together a Purchase to Sale or a Lease.

Board Member Penserga requested clarity and questioned if the applicant wanted to lease or buy.

Mr. Barber thought it sounded like they were negotiating. To answer as direct as possible, he would like to take the property; he would prefer to purchase the property. If he is presented the option to lease the property, he would not lease it and shoulder the full extent of the buildout without the possibility of getting CRA help and a reverted clause. He would take the purchase.

Chair Grant clarified that a motion was needed to move forward with the LOI for Mr. Barber or to wait for additional responses from the other LOI applicants.

Attorney Duhy commented that two separate motions were needed. The first was regarding the Barber LOI.

Chair Grant stated if the decision was to move forward with Mr. Barber or with hearing from other applicants, it needed to be determined whether the property was for purchase or for lease, or if the Board wanted to table that to the next meeting. He questioned if the Board wanted to continue negotiations with Mr. Barber for a purchase or lease or if they wanted to leave a possibility open for applicants to submit other information and continue to submit an updated plan or reject them all.

Attorney Duhy advised that the Letter of Intent has been accepted, so either stay with it, reject it, or table it. She needed direction to continue moving forward with discussions and give more details for a purchase or lease, or table it, or reject it. Then, they will move to the next agenda item, where there are separate Letters of Intent; each one will need to be accepted or rejected, or the whole item would need to be tabled.

Motion

Motion moved by Board Member Romelus, seconded by Board Member Penserga, to continue to negotiate with the Barber family and weigh options to purchase and lease agreements and bring that back to the Board for consideration.

Chair Grant mentioned if they continue with this motion, they are not requesting additional information from other applicants.

Board Member Romelus indicated that the Barber Purchase and Sale Agreement they are currently negotiating allows the seller to accept or entertain offers from others and questioned why the Board was not allowed to do the same.

Attorney Duhy advised if the Board moves forward with this motion and move to the next motion, they could accept another Letter of Intent and have staff begin negotiations with one or more of those individuals to bring all those options back at the next Board meeting. There is an option in the next agenda item dealing with the other submitters. Until the Board enters into an Agreement, they could continue to negotiate with as many parties as they want.

Chair Grant commented that because none of the others have been rejected, the Board did not have to re-notice.

Attorney Duhy replied that was correct.

Vice Chair Hay clarified they were voting to continue Mr. Barber.

Vote

The motion passed unanimously.

17. New Business

From: Shutt, Thuy
To: Anthony Barber
Cc: Utterback, Theresa; P. E. Timothy T. Tack (TackT@bbfl.us); Curfman, Vicki; Hill, Vicki
Subject: 211 E. Ocean Barber Family LOI - Requested documents for December 14th CRA Board meeting
Date: Tuesday, November 30, 2021 4:14:00 PM

Hi, Anthony,

Hope you are having a wonderful Thanksgiving holiday. I just wanted touch base with you since I have not heard from you and the submission deadline for the December 14th meeting is rapidly approaching and staff will need to coordinate with our attorney on the terms for the Purchase and Sale Agreement.

At our Friday, November 12th 9:00 am meeting, you had indicated that you would like to proceed with a Purchase and Development Agreement for the 211 E. Ocean Avenue property.

We discussed the following:

- Your offer to the CRA consists of $270,000 cash and $300,000 in in-kind in form of free food to the City to feed the community (at discretion of the City) for a total of $570,000 that can be leveraged.
- Total budget for activating the use on the property is approximately $1,000,000
- Improvement cost:
  $240,000 cost of containers
  $250,000 cost of Magnuson House renovation (estimates did not include roof and other structural components)
  $258,000 cost of site work
  (unsure if this includes any off site work like sidewalk or alley improvements
  $748,000 total (round up to $750,000 not including roof and other structural components)
- You indicated that you have private investor (Mr. Mayo) and financing that can cover all buildout costs and activate the use on the property
- $250,000 in funding needed from CRA ($50,000 in grant assistance and $200,000 in TIRFA) to fill the $1,000,000 cost
- **In order for staff to develop a term sheet for the Purchase and Sale Agreement for the CRA Board to consider at the 12/14/21 CRA Board meeting, the following was requested:**
  1. Documents showing funding commitments and terms from the investors
  2. Legal entity which will be entering into a Purchase and Development Agreement with the CRA
  3. Complete budget for the project including estimated total cost for the Magnuson House historic rehabilitation (marketing and carrying costs if any)
  4. Project timeline (needed for terms sheet and so that critical dates can be included in Purchase and Development Agreement such as development review approvals, permitting, financing, and closing/land transfer).

I wanted to follow up on Items 1-4 since our December 14th Board packet deadline for this information **is December 3, 2021, 5pm**.

Looking at my notes, please let me know about the following:

- Funding request from the CRA that you are seeking since we have not received the total costs for the Magnuson House improvements
- Confirmation if you really need TIRFA funding since you have funds to purchase the land ($270,000) and fund all costs to activate the use. If you have sufficient funds to do the project, you would only need to proposed the purchase of the property for $270,000 and submit the responses to Items 1-4 above.
- Do you really need the in-kind food offering? If you want to just give back to the community with free food, you can coordinate this directly with the City.

Please let me know if any of the above is not correct. Thank you.

-

PROJECT REVISIONS NARRATIVE

Mr. Anthony Barber
The Barber Family Co., LLC
1920 S Federal Highway
Boynton Beach, FL 33435

Project REVISIONS Description:

Our Team had a productive meeting with the City of Boynton Beach Development team and the CRA (Pre App). In attendance where Department heads. The meeting was productive and here are the comments / suggestions made to the plans.

The city team was not in favor of our dumpster location and the drive isle to service the dumpster. We have eliminated the asphalt pathway that was on the previous plans and relocated the dumpster. We have shortened up the drive isle to the dumpster for safety and special planning reasons. This adjustment allows a bit more flexibility to use the space in the rear (North) of the parcel to open up the space. Dumpster enclosure will have the city required opaque gates and will be heavily screened with landscaping.

A pedestrian sidewalk connection has been added at the top of the handicap parking location, to meet city requirements.

An ADA accessible path has been called out on the plans. Generally, all of the tables in the dining area should have at least 3 feet of space for service and the accessible path.

The restroom container has been relocated so the door openings do not face the street.

Turning radius and drive isle have been expanded to accommodate EMT trucks.
More landscape screening has been added to the plans.

ADDED PLAN SHEETS
We have added some examples of the containers can look like. The City asked for a more detailed container product with more architectural elements added. We intend to use as much of our Art in Public Places Budget On-Site as a way to make this restaurant really stand out and become a destination restaurant for Palm Beach County.

Florida Limited Liability Company Filing Payment

Pending Approval: 211 E OCEAN LLC

Thank you for filing your Florida Limited Liability Company online.

Your confirmation/tracking number is 000377270700.
Your charge amount is $130.

File another Florida Limited Liability Company | File a different document

211 E Ocean LLC
1202 S Dixie Hwy
Lantana, FL 33462

11/17/2021

To: Boynton Beach Community Redevelopment Association

and

Boynton Beach CRA Board Members

Re: Financing commitment letter for 211 E Ocean Ave purchase in Boynton Beach Florida

To All interested Parties,

I am writing to you to express our commitment (211 E OCEAN LLC) to support financially the purchase of the property at 211 E Ocean ave Boynton Beach FL 33435 as well as the upgrades and renovations to the property to convert the space into a full service restaurant and bar.

This is to confirm the $240,000.00 contribution of 211 E Ocean LLC to finance the project, should the proposal be approved, with a total value of $1,000,000.00.

Sincerely yours,

Anthony Barber

[MGR]

Rodney Mayo

[MGR]

BUILTMORE
CONTRACTING, INC

4440 S. Tiffany Drive, Unit 6
West Palm Beach, FL 33407
CBC 1257404
Info@builtmorecontracting.com
561.331.1476

12/3/2021
Date

Owner:
Rodney Mayo & Anthony Barber

Architect:
N/A

Project Address:
211 E Ocean Ave
Boynton Beach, FL 33435

Project Description:
Phase 2 House (Revision 2)

Budget Proposal

The following is an estimated budget to furnish labor and material necessary to perform the scope of work at the above referenced location. All work shall be performed in a professional and precise manner by licensed and insured contractors. This proposal is based on the drawings and specifications dated: **7/30/2021**

The project sum is: **$ 448,698.25 (Four hundred fourty-eight thousand six hundred ninety-eight dollars and twenty-five cents)**. Project sum is subject to change upon receipt of authorized change orders.

The project duration is estimated to take approximately 3-4 months for substantial completion.

This proposal is valid for forty-five (45) days from the date of this proposal.

SCOPE OF WORK

Division 1: General Conditions			
Permit and permit running		$	2,600.00
NOC		$	165.00
Asbestos survey		$	475.00
Temporary toilet		$	640.00
Dumpster		$	3,800.00
Barricade/signage		$	350.00
Small tool allowance		$	500.00
Temporary materials		$	750.00
Lead base paint survey		$	300.00
	Division Total:	$	9,580.00
Administration		$	-
Superintendent		$	21,000.00
Skilled Labor		$	4,550.00
	Division Total:	$	25,550.00
Division 2: Sitework/Demolition			
Demo flooring & subfloor		$	3,600.00
Demo all interior walls, ceilings, plaster and insulation		$	9,600.00
Demo rear porch addition		$	6,500.00
Demo foyer on second floor		$	3,000.00
Demo kitchen		$	3,500.00
Demo second floor bath		$	2,300.00
	Division Total:	$	28,500.00
Division 3: Concrete			
Add footings/piers for front porch		$	2,350.00
Reinforce perimeter foundation of the building		$	15,000.00
	Division Total:	$	17,350.00

Division 6: Wood & Plastics		
Structural Reinforcements	$	198,400.00
Reinforce first floor wood framing and foundation		
Reinforce second floor for storage occupancy		
Mechanically fasten wood rafters		
Reinforce first and second floor wood framed exterior walls		
Reinforce headers and jambs for all exterior doors and window openings		
Build wood deck at front of house with wood railings (308sqft)	$	13,500.00
Miscellaneous framing at bathroom	$	700.00
Framing repairs where floors and ceiling are removed	$	2,250.00
Furnish and install stair handrail	$	2,400.00
Replace subfloor	$	3,600.00
Division Total:	$	220,850.00
Division 7: Thermal & Moisture		
Furnish and install new shingle roof covering	$	8,500.00
Insulate all exterior walls	$	5,500.00
Insulate attic (700sqft)	$	3,200.00
Division Total:	$	17,200.00
Division 8: Windows & Doors		
Furnish & install impact windows and doors	$	35,000.00
Division Total:	$	35,000.00
Division 9: Finishes		
Prep, prime and paint interior and exterior	$	10,000.00
Hang, tape and finish entire building to level 4 finish	$	10,800.00
Division Total:	$	20,800.00
Division 15: Mechanical/ Plumbing		
Cap all plumbing and gas	$	1,000.00
Furnish and install A/C spilt system using existing ductwork	$	4,000.00
Division Total:	$	5,000.00
Division 16: Electrical		
Rewire building, bring electrical up to code	$	10,000.00
Furnish and install lighting	$	3,300.00
Disconnect kitchen appliance circuits	$	375.00
Division Total:	$	13,675.00
Totals:		
Subtotal:	$	367,955.00
Profit and Overhead at 15%:	$	55,193.25
Management:	$	25,550.00
Project total:	$	448,698.25

Qualifications

Allowances:

Flooring	$	9,600.00

EXCLUSIONS:

Impact fees
FPU Account/ Fees
Engineering/architecture
Any unknown or unforeseen conditions
Any additional work not shown on plans
Any additional work required by building department
Any additional work required by property management
Errors/omissions by engineer and/or architect
After-hours, long weekends
Material escalations
Bond or bonding costs
Mold/ asbestos inspections and/ or remediations
Lead paint inspection or removal
Roof penetrations
Gas utility agreement (tank rental, etc..)
Wood rot replacement
Low voltage (security, cable, phone, etc..)
Electrical lighting fixtures
Roofing or roof coverings
Parking

Thank you for the opportunity to bid this job. If you have any questions, please do not hesitate to contact me.
Regards,
George Johnnides
Builtmore Contracting Inc.

I, _____, am in full acceptance of this proposal.
(Print Name)

_____ _____
(Signature) (Date)

LITTLE RIVER BOX COMPANY
9200 NW 27TH AVE.
MIAMI, FL 33147
305.302.6250

QUOTATION

PREPARED FOR:

Project Name	211 East Ocean Avenue - Boynton Beach	08/17/2021

PRODUCT QUANTITY & PRICING:

Qty	Description	
1	40' CONTAINER – KITCHEN	$88,800
1	20' CONTAINER – BAR (Doors on both ends and serving windows on the west side)	$40,900
1	20' CONTAINER – REFRIGERATED (50% Refrigerator / 50% Freezer)	$42,100
1	20' CONTAINER - ADA BATHROOM	$59,300
	ENGINEERING-MEP-STRUCTURAL	$9,000
PROJECT TOTAL		**$240,100**

Payable as follows:

- $50,000 due at agreement inception. This will be used to purchase all the containers
- $70,000 due at beginning of fabrication
- $100,000 progress payment due when: all steel fab is complete, framing in, utilities roughed in, interior wall coverings in.
- $20,100 final payment (or adjusted balance) due at completion (customer inspection & approval), before delivery.

Fabrication timing: LRBC requires 14 weeks to fabricate the 4 container units specified here, (assuming no subcontractor or permitting delays)

Third party inspections: The building department plan review & inspections will be performed by a third-party engineering team. The costs of this service are borne by the client.

Pre-Permitting quote and adjustments: These structures are not engineered or fully specified yet for your specific site/project. Some items are listed individually below with allowances. As the final design and MEP is complete and costs are in, price adjustments, (up or down) will be made to align the allowances to the actual costs. The graphics represent a pre-engineering placeholder design. It is understood that some items may change.

GENERAL NOTES

ENGINEERING & PERMITTING:
These units will have engineering as part of this pricing. Included are background drawings that will be needed for inclusion in the permitting set or other official sets.

ELECTRIC, HVAC, PLUMBING & GAS:
LRBC to provide: All utilities within the boxes and an exterior connection point.
CLIENT to provide: Labor & materials for all site utility runs and connections.

DELIVERY:
Client responsible for delivery costs. F.O.B. LRBC Plant, Miami, FL

INSTALLATION:
LRBC TO PROVIDE: 2 persons on site for install days to assist (in an oversight capacity) with install logistics & box placement. (Three 8-hour days maximum)

FOUNDATIONS:
Client Provided: Will share our know how with client

CHANGES:
If a change or new information is conveyed after the job starts and a change is needed to accommodate the new information, either digital or physical, a change-order charge will be incurred to offset the additional work.

This proposal is valid for 30 days.

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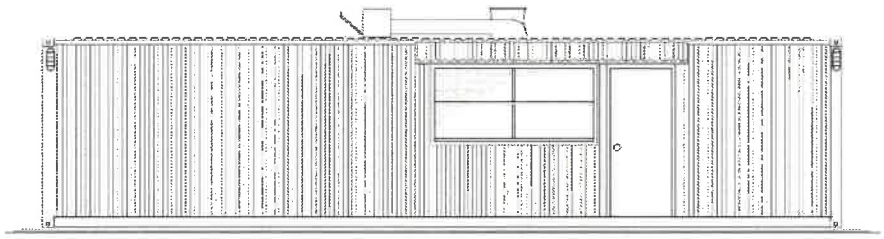
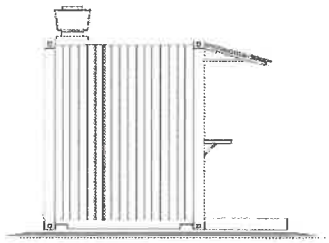
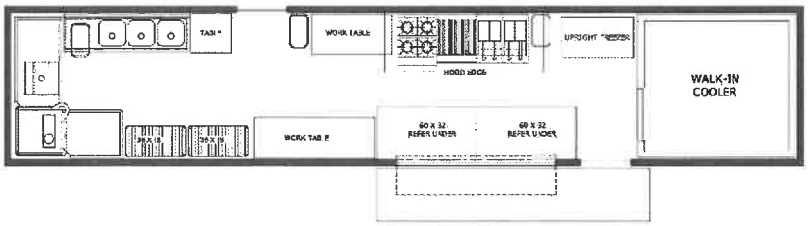
SPECIFICATIONS FOR 40' KITCHEN

Component	Description
Container	Like-new condition high cube containers – "one-way" 40' container with minimal wear.
Exterior	Industrial paint on original container, one color.
Insulation	R-13 Walls, R-30 ceiling
Flooring	Epoxy
Interior Walls / Finish	FRP walls, metal or FRP ceiling
Doors	Steel frame, steel door, locking & closer hardware.
Service Window	Sliding window, surface mount. aluminum frame, impact glass sized approx. 8' wide x 28" tall
Service shelf	Stainless, approx. 8' x 24"
Hood	By Captiveaire (or similar) Standard 8' hood with fire suppression (included)
Electrical	200 amp breaker panel, outlets & switching as per plans/code.
Plumbing	Hot, cold and waste piping are run as required. An on-demand or standard water heater is provided (allowance of $400 for WH). The waste line will be accessible under the unit at the perimeter.
HVAC	Mini Split
Gas	N/A
Interior Lighting	LED ceiling fixtures
Exterior Lighting	3 fixtures, Sunlite VTA100 or equivalent
Appliances	Water heater
Walk in Cooler	INCLUDED is a walk-in cooler 7' x 8'
Awning	Shown is an OPTIONAL awning at the front. Not included in this pricing.
Equipment	The image shows a suggested equipment layout. With the exception of the hood and the cooler, equipment is not included in this proposal.

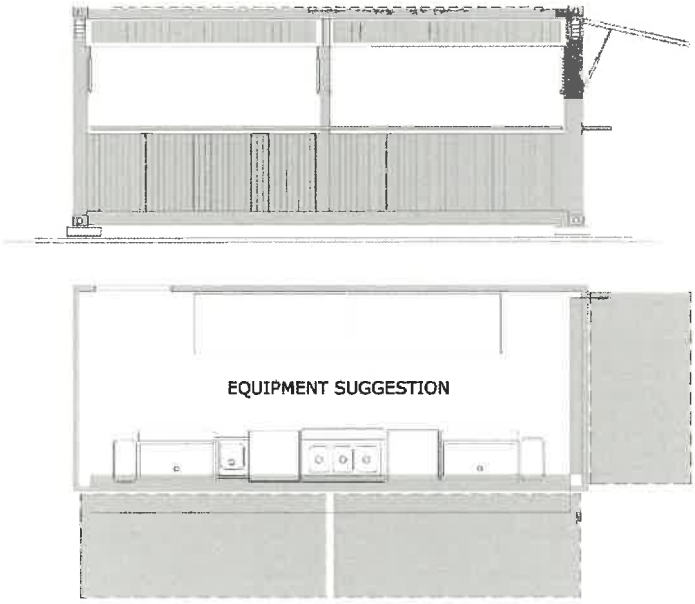






SPECIFICATIONS FOR 20' BAR

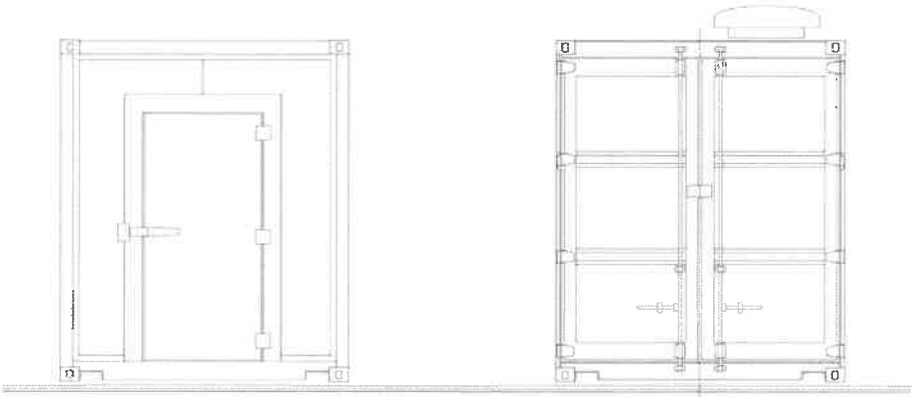
Component	Description
Container(s)	Like-new condition high cube container(s) – "one-way" with minimal wear. Container doors left on, permanently closed. (option for solid wall in place of doors…$2500)
Exterior	Metal primer plus one color top coat single part industrial paint
Insulation	None with open-air building
Flooring	Epoxy commercial floor
Interior Walls	Painted corrugated steel
Ceiling	Painted corrugated steel
Exterior door	Steel security door as per drawing, with commercial hardware.
Service Opening	Sized approx. 16' x 4'. Closed off with a roll-down "garage door"
Service shelf	Stainless shelf approx. 16' x 2'
Ventilation	(2) ceiling mounted fans. Thermostat-controlled roof-mounted exhaust fan.
Fire	None quoted
Plumbing	Allowances: All inclusive plumbing at $2,500
Electrical & lighting	Allowances: All inclusive electric & lighting subcontractor at $3500
Note	No equipment priced.



SPECIFICATIONS FOR 20' STORAGE CONTAINER, REFRIGERATED

Component	Description
Container(s)	2010-2011 refrigerated container with Carrier refrigeration machinery. 460V, 3 phase (other voltages available) Allowance of $11,000 for used refrigerated boxes.
Exterior	One color top coat single part industrial paint.
Flooring	**Metal slats (unworked by LRBC, as it comes from the supplier)**
Interior Walls	**Unworked by LRBC, as it comes from the supplier**
Ceiling	**Unworked by LRBC, as it comes from the supplier**
Exterior doors	The container doors will be removed and replaced with a lockable cooler door (36 x 84) set in an insulated wall panel.

20' COLD STORAGE
20' VENTILATED STORAGE

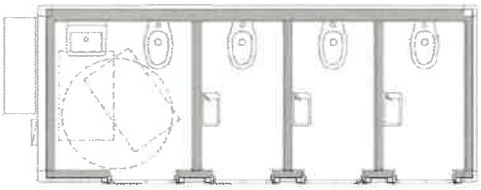


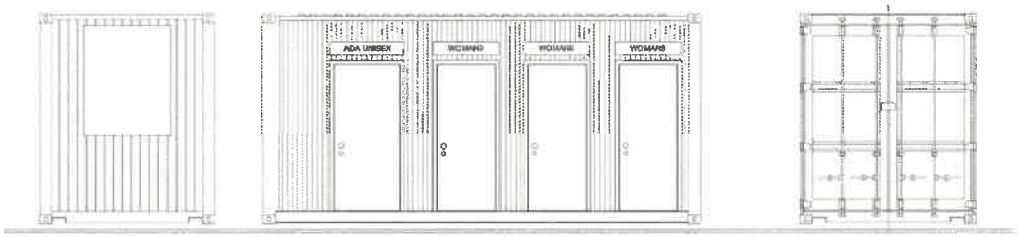
LITTLE RIVER BOX COMPANY
9200 NW 27TH AVE.
MIAMI, FL 33147
305.302.6250

SPECIFICATIONS FOR 20' ADA BATHROOM

Component	Description
Container(s)	Like-new condition high cube container(s) – "one-way" with minimal wear
Exterior	Metal primer plus one color top coat single part industrial paint
Insulation	As per codes, specified as batt insulation.
Flooring	**Ceramic tile with an installed price of $10/sf**
Interior Walls	Painted beadboard panels with FRP wainscot
Ceiling	Painted beadboard
Exterior doors	Steel security doors as per drawing. With commercial hardware.
HVAC	Allowances: All inclusive AC and ventilation subcontractor at $5000
Electrical & lighting	Allowances: All inclusive electric & lighting subcontractor at $3000
Plumbing	Allowances: All inclusive plumbing including all fixtures at $6000
Washroom accessories	Soap dispensers, paper towel dispensers, TP holders, grab bars, mirrors. Mid-priced units.
Note	No equipment screening is specified or priced.

ADA + 3 UNIT UNISEX





Asante Design Group llc
5255 N Federal Highway • 315
Boca Raton • FL 33487
T 561.349.5151
F 561.349.5152

AA 26003560

August 31, 2021

Mr. Anthony Barber
The Barber Family Co., LLC
1920 S Federal Highway
Boynton Beach, FL 33435

Re: 211 East Ocean Avenue, Boynton Beach, Florida

Dear Anthony:

Thank you for the opportunity to provide our proposal for professional Architectural and Engineering services for renovations and additions to the residential building that will be the location of your newest restaurant.

Upon acceptance of this proposal, AIA Document B105-2017, Standard Short Form Agreement between Owner and Architect, will be provided and replace this Proposal as the Agreement for services.

Project Description:

A change of use from Residential to Restaurant and Minor Site Plan approval will need to be obtained for the Project. The existing two story 745 SF +/- original main historic house will be renovated. The one story addition that was built at the rear of the building will be demolished. The first floor will be limited to greeting patrons and restaurant seating. The second floor will be used for storage and the bathroom will be removed. The building will receive new air conditioning equipment and ductwork. A new 348 SF +/- front porch with wood railing, an ADA accessible ramp with wood railing, and a new east entry door will be added to the existing building. A new rear door and new wood steps will be added to connect the indoor seating area to outside near the cooking and beverage service containers. Concrete pads, power, water, and sewer connections will be provided for five outparcel shipping containers for: cooking, beverage service, unisex toilet rooms with individual lavatories, and refrigerated storage. A grease trap will be provided. A dumpster enclosure with hose bib and drain will be provided. Design of site lighting to meet code is included. Interior lighting, exterior lighting installed to the main house, and electrical receptacles will remain. Emergency egress lighting, fire extinguishers, and exit lights will be added to meet life safety code. The existing electrical service and electrical panel will be upsized to meet the project requirements.

Description of Services to be provided:

Task/Phase	Description of Services
Phase I **Site Plan Approval**	• Drawings of the building and site lighting photometrics required for a Minor Site Plan approval will be provided to the Owner's Planner for submittal to Planning & Zoning in the City of Boynton Beach. • Attendance at meeting with City staff or public hearings are Additional Services.

Phase II **Building Permit Drawings**	• Site visit by Architect and Engineers to document existing conditions • Provide CAD background drawings to Structural, Mechanical, Electrical, and Plumbing Engineers as a basis for their design drawings and calculations • Preparation of design drawings and specifications for building permitting Usual and customary building permit design drawings and specifications including: • Architectural & Life Safety design drawings & specifications • Structural Engineering design & calculations • Mechanical Engineering & energy calculations • Electrical Engineering • Plumbing Engineering • Meetings with consultants and Owner • Coordination with the Owner's Civil Engineer, Landscape Architect and Planner
Phase III **Bidding & Negotiation**	• The Architect will assist the Owner in obtaining bids and provide Bid Instructions to three GCs if requested by the Owner as an Additional Service. • Response to GCs questions during bidding is included.
Phase IV **Permitting**	• Response to plan review permit comments and drawing revisions as required for obtaining a building permit in Boynton Beach, Florida is included.
Phase V **Construction Administration Phase**	• Shop drawing review of Contractor's submittals is included for all disciplines. • Response to Contractor's RFI's is included. • Two site visits by the Architect during construction are included. Additional visits, if needed, are based upon the hourly rate schedule. • Architect review and certification of contractor's applications for payment are Additional Services if requested by the Owner based upon the hourly rate schedule.

The Architects consultants include:

- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Plumbing Engineer

Proposed Fee Schedule:

Stipulated Sum	$37,750
Reimbursable Expenses	$ 1,000 Budget

Hourly Rates for Additional Services:

Principal Architect	$180
Project Manager	$160
Project Coordinator	$140

BIM/CAD Technician	$100
Administrative	$ 80

Owner's Responsibilities:

Provide a current boundary and topographical survey including location of existing trees and elevations in PDF and CAD format. Provide soil testing and percolation tests required for the project. Provide Structural and MEP Engineering drawings for shipping containers. Selections of fixtures, furniture, and equipment. Government Agency fees are Owner's expenses.

Exclusions

Structural and MEP Engineering for Shipping Containers
Geotechnical Testing and Report
Surveying
Civil Engineering
Landscape Architecture

The scope of work does not include the following changes to the existing historical building that may be required to bring the building up to code during the permitting review process: structural repairs or alterations, changes or replacement of thermal insulation, energy code upgrades, window and door replacement, replacement of existing wiring or receptacles, replacement of plumbing pipes, or any other changes required by the building department. If renovations are required to the historical building to bring it up to the current code by the building department, then the Architect will prepare an additional services work authorization that will be presented to the Owner for approval prior to commencement.

Reimbursable Expenses

Printing costs and presentation boards in performance of this service and specifically related to this project will be reimbursable and will be billed to the Owner at cost plus a 20% administrative cost.

Invoicing

Billing will be monthly and a retainer of $11,325 (Eleven thousand three hundred and twenty five dollars) will be required to commence work) and is the minimum fee under this proposal.

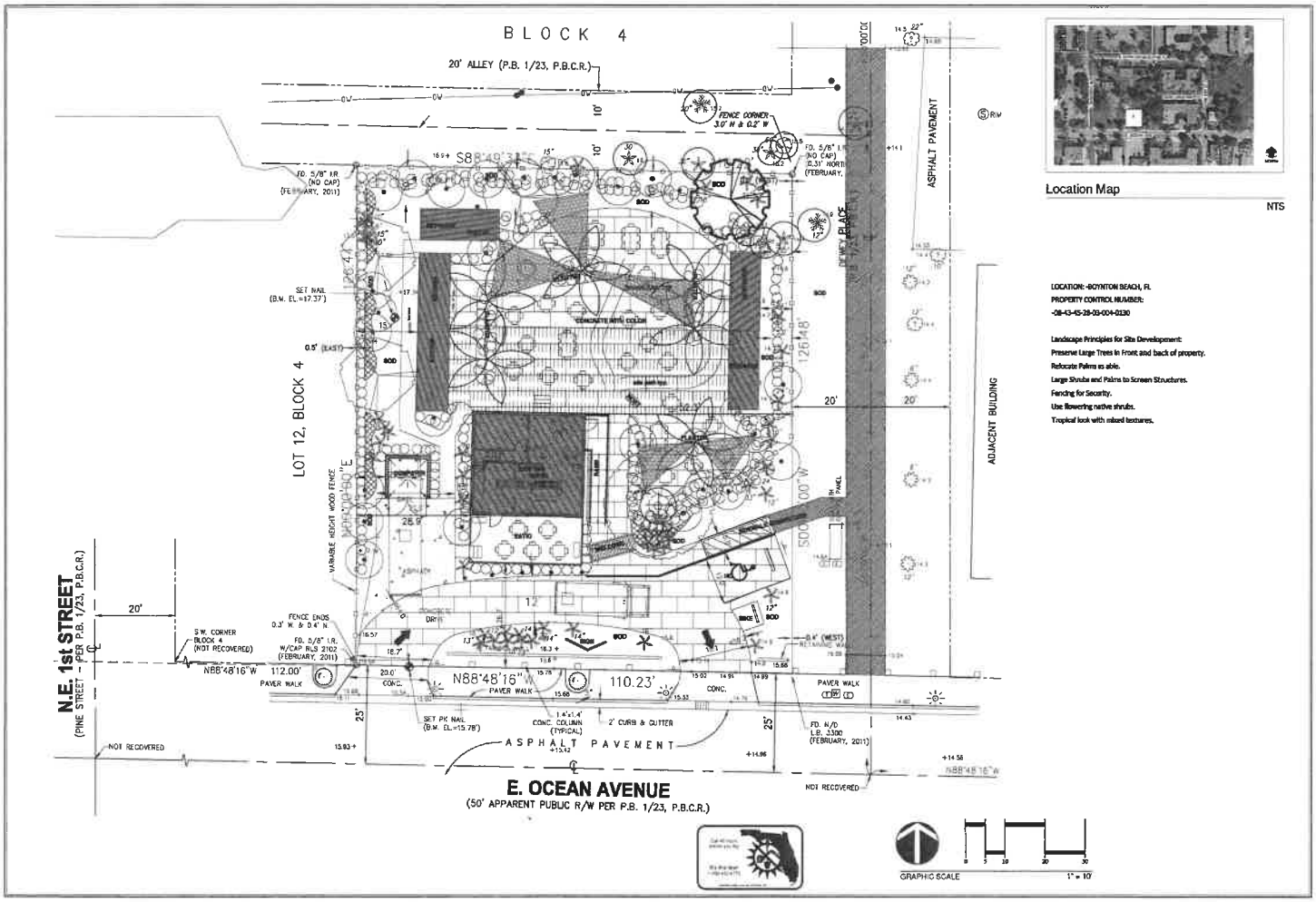
Terms

This proposal is valid for 30 days from receipt. We are sincerely grateful for this opportunity and look forward to working with you. Please contact me with any questions regarding the proposal and/or indicate your acceptance below.

Kindest regards,
ASANTE DESIGN GROUP LLC
Juliette L. Schiff
Juliette L. Schiff, AIA, NCARB, LEED AP BD+C
State of Florida Registered Architect, AR94008

Accepted by:

_____ _____
Anthony Barber Date
Authorized Representative



Location Map

NTS

LOCATION: BOYNTON BEACH, FL
PROPERTY CONTROL NUMBER:
08-43-45-28-03-004-0130

Landscape Principles for Site Development:
Preserve Large Trees in Front and back of property.
Relocate Palms as able.
Large Shrubs and Palms to Screen Structures.
Fencing for Security.
Use flowering native shrubs.
Tropical look with mixed textures.

NO.	DATE	BY

REVISIONS
FILENAME_SHEET

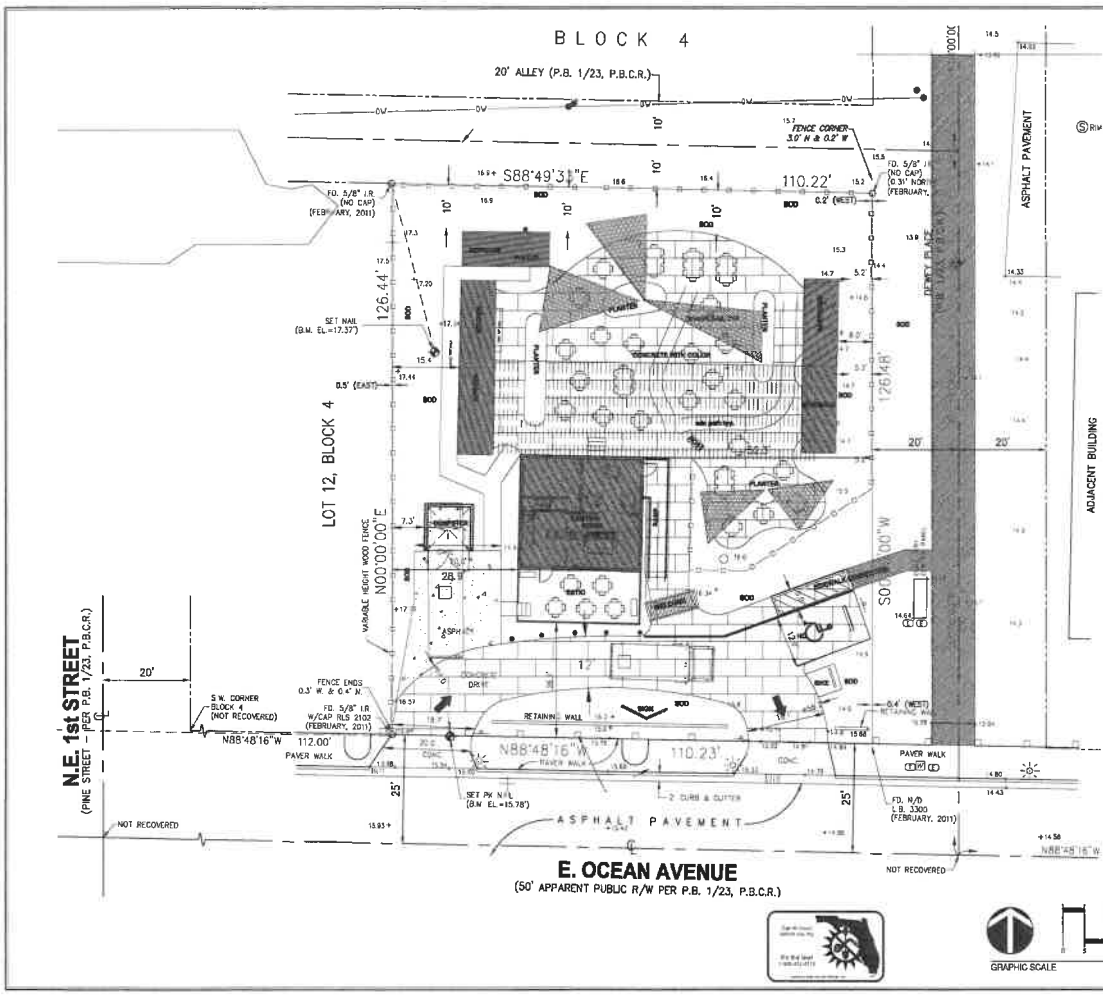
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LAND PLANNING
LANDSCAPE ARCHITECTURE
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE: (561) 392-2991 FAX: (561) 750-1452

211 EAST OCEAN AVENUE
LANDSCAPE PLAN

DATE	07/2021
DRAWN BY	DAH
F.B./PG.	-
SCALE	1/20

SUBMITTED BY:
S. ALLAN MCKNIGHT'S
LANDSCAPE ARCHITECT
FLORIDA REGISTRATION NO.
6781 LR ALLAN
DATE: 06/14/21

JOB # 9803
SHT NO
LP-1
OF 1 SHEETS



Location Map

NTS

LOCATION:
-BOYNTON BEACH, FL
PROPERTY CONTROL NUMBER:
-08-43-43-28-03-004-0130
LEGAL DESCRIPTION
-TOWN OF BOYNTON LTS 13 & 14 BLK 4

ZONING ORDINANCES:
AGREEMENT WITH THE CRA TO UTILIZE THE CRA PARKING LOT AT THE CORNER OF NE 1ST AVENUE AND NE 1ST STREET (WITHIN THE 500 FOOT DISTANCE ALLOWED UNDER THE OCEAN AVENUE OVERLAY ZONE REGULATIONS).

- SEATING CAPACITY:181 SEATS

182/2.5 = 73 PARKING SPACES

- OCEAN AVENUE OVERLAY ZONE ALLOWS A REDUCTION OF 50%

PARKING CALCULATIONS (1 PER 2.5 SEATS)
AGREEMENT WITH THE CRA TO UTILIZE THE CRA PARKING LOT AT THE CORNER OF NE 1ST AVENUE AND NE 1ST STREET (WITHIN THE 500 FOOT DISTANCE ALLOWED UNDER THE OCEAN AVENUE OVERLAY ZONE REGULATIONS).

MINIMUM LOT FRONTAGE: 50 FEET BUILD TO LINE:
FRONT: 5FT TO 15FT
CORNER SIDE: 5FT TO 15FT
MINIMUM YARD SET BACKS:
-REAR:10FT
ABUTTING: RESIDENTIAL DISTRICT: 20FEET
- INTERIOR SIDE: 7.5 FEET
ABUTTING: HISTORIC STRUCTURES: 10 FEET
- MAXIMUM LOT COVERAGE: 60%
- MAXIMUM STRUCTURE HEIGHT: 35'-0"

REVISIONS
FILENAME SHEET
DATE
BY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

211 EAST OCEAN AVENUE
SITE PLAN
BOYNTON BEACH
FLORIDA

DATE 07/30/21
DRAWN BY GAH
F.B./PG. -
SCALE 1/20

SUBMITTED BY:
D. KELAN HENDRICKS
LANDSCAPE ARCHITECT
STATE OF FLORIDA
LICENSE NO. 2001
DATE OCT. 29, 2021

JOB # 9603
SHEET NO.
SP-1
OF 1 SHEETS

1 A-11 NORTH ELEVATION
1/4" = 1'-0"

2 A-11 SOUTH ELEVATION
1/4" = 1'-0"

ASANTE DESIGN GROUP LLC
5225 N Federal Hwy • Suite 305
Boca Raton • FL 33487
T 561.349.5151 F 561.349.5152
www.asantedesigngroup.com
AA 26032510

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No.	DESCRIPTION	DATE

REVIEW SET
NOT FOR CONSTRUCTION
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IT HAS BEEN ISSUED FOR PRELIMINARY REVIEW ONLY.

211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

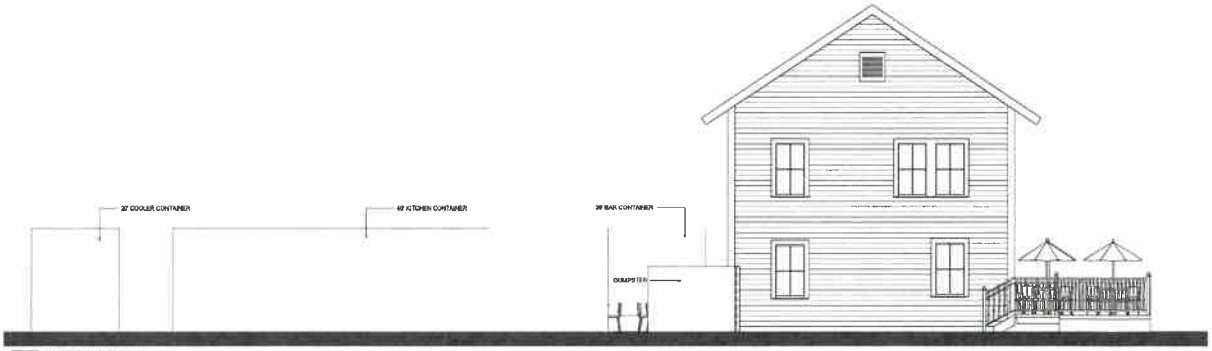
NORTH & SOUTH ELEVATIONS

Project Number	21-049
Date	10/22/2021
Project Manager	JLS
Drawn By	AB

A-11

Scale 1/4" = 1'-0"

1 / A-12 EAST ELEVATION
1/4" = 1'-0"



2 / A-12 WEST ELEVATION
1/4" = 1'-0"

ASANTE DESIGN GROUP LLC

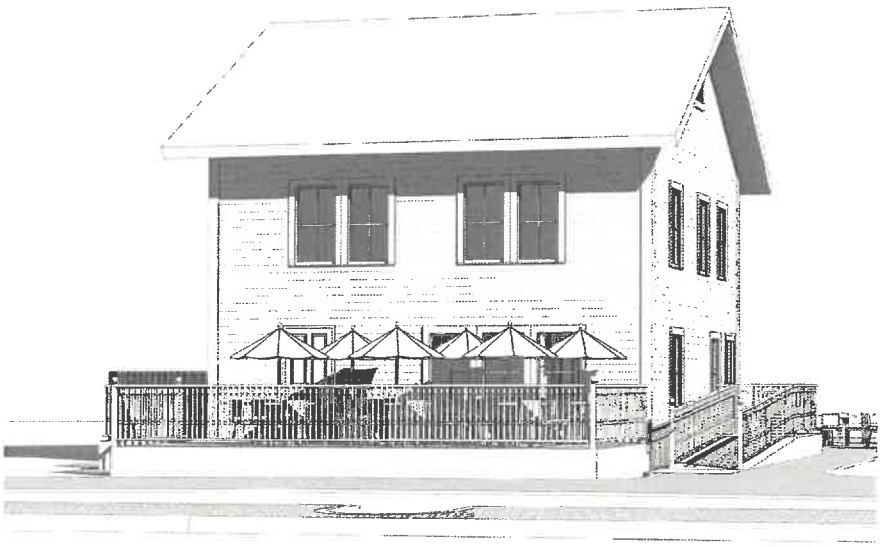
211 E OCEAN AVENUE
211 E. OCEAN AVENUE
BOYNTON BEACH, FL

EAST & WEST ELEVATIONS

Client Name	211 E OCEAN AVENUE
Project number	21-048
Date	10/7/2025
Project Manager	A.S
Drawn By	AB

A-12

1/4" = 1'-0"



1 / A-14 FRONT PERSPECTIVE

asante

ASANTE DESIGN GROUP LLC
ARCHITECTURE • PLANNING • INTERIORS
5255 N Federal Hwy • Suite 315
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T 561.349.5151 F 561.349.5152
www.asantedesigngroup.com
AA 26025560

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REVISIONS		
No	DESCRIPTION	DATE

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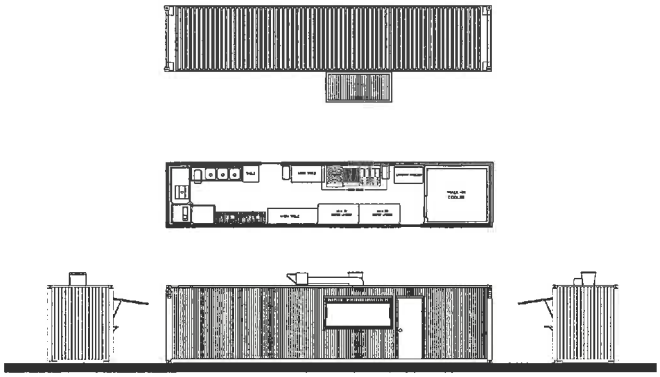
211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

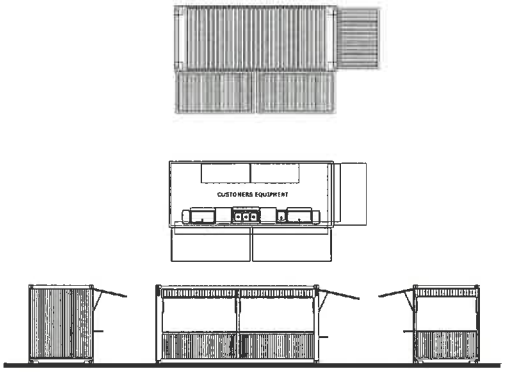
3D PERSPECTIVE VIEW

211 E OCEAN AVENUE	
Project number	21-08
Date	10/7/2021
Project manager	AJ
Drawn By	AS

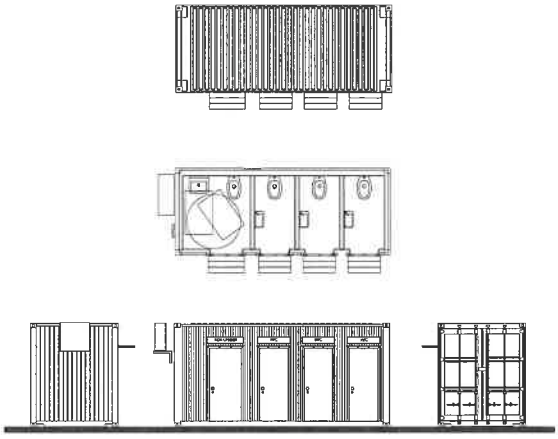
A-14



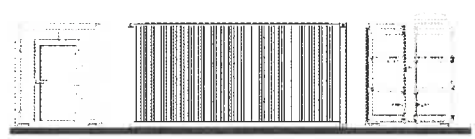
1 A-16 40' KITCHEN
3/16" = 1'-0"



3 A-16 20' BEVERAGE
3/16" = 1'-0"



2 A-16 20' GENDER NEUTARL BATHROOMS
1/4" = 1'-0"



4 A-16 20' COOLER
1/4" = 1'-0"

ASANTE DESIGN GROUP LLC

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211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

CONTAINER BUILDINGS

Project number	21-046
Date	10/22/2021
Project Manager	JLB
Drawn By	AP

A-16

Scale As indicated

FRONT

FRONT

FRONT

REAR

STREET VIEW WEST

WEST

EAST

STREET VIEW EAST

ASANTE DESIGN GROUP LLC
6285 N Federal Hwy • Suite 315
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www.asantedesigngroup.com
AA 26020500

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REVISIONS

No.	DESCRIPTION	DATE

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211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

VISUAL CONTEXT AND EXISTING CONDITIONS

Project Name	211 E OCEAN AVENUE
Project number	21-046
Date	10/27/2021
Project manager	JLS
Drawn By	AB

A-17

Scale

CONTAINERS WILL BE DESIGNED AND PAINTED BY LOCAL ARTISTS IN COLLABORATION WITH THE OWNER AND DESIGN TEAM.
CONCEPTS WILL BE SUBMITTED TO BOYNTON PUBLIC ART COMMITEE FOR REVIEW AND APPROVAL.

1 A-18 BEVERAGE 1/4" = 1'-0"

2 A-18 BEVERAGE 1/4" = 1'-0"

4 A-18 BEVERAGE 1/4" = 1'-0"

5 A-18 BEVERAGE 1/4" = 1'-0"

3 A-18 KITCHEN IMAGE 1/4" = 1'-0"

6 A-18 KITCHEN WITH GRAPHICS 1/4" = 1'-0"

7 A-18 BEVERAGE WITH GRAPHICS 1/4" = 1'-0"

8 A-18 BEVERAGE 1/4" = 1'-0"

9 A-18 COOLER WITH GRAPHICS 1/4" = 1'-0"

10 A-18 KITCHEN 1/4" = 1'-0"

11 A-18 POSSIBLE FUTURE SEATING 1/4" = 1'-0"

12 A-18 KITCHEN WITH FUTURE SEATING 1/4" = 1'-0"

asante

ASANTE DESIGN GROUP LLC
[illegible]
[illegible]
[illegible]
www.asantedesigngroup.com
AA 26003540

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REVISIONS

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211 E OCEAN AVENUE

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

GRAPHIC ILLUSTRATION EXAMPLES OF CONTAINERS

Client Name	211 E OCEAN AVENUE
Project number	21-048
Date	10/27/2021
Project Manager	JLS
Drawn By	AB

A-18

Scale 1/4" = 1'-0"

211 E OCEAN AVENUE

1 A-16.3 SOUTHEAST VIEW

211 E. OCEAN AVENUE
BOYNTON BEACH, FL

211 EAST OCEAN AVENUE PROJECTED TIMELINE

December 8, 2021

Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue
Boynton Beach, FL 33435

Re: Commercial Property, 211 East Ocean Avenue, Boynton Beach, FL 33435

Ladies and Gentlemen:

We have concluded the research and valuation for the real property at 211 East Ocean Avenue, Boynton Beach, FL 33435. While completing the written documentation, we list the final property value for your perusal.

Our appraisal, in which we develop our opinion of market value for the fee simple interest in the referenced real property as of December 8, 2021, has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP 2020-2022). The report is for exclusive use of the client, Boynton Beach Community Redevelopment Agency, for possible sale or lease of the appraised property.

Jesse B. Vance, Jr. and Claudia Vance visited the property. As a result of our analyses, we have developed the opinion that the market value of the land, subject to definitions, certifications and limiting conditions in the forthcoming report, as of December 8, 2021 is as follows. The existing improvements have no net contributory value to the property.

13,739 square feet of land x $65.00 per square foot of land = $893,000 (rounded)
EIGHT HUNDRED NINETY-THREE THOUSAND DOLLARS

Respectfully submitted,

Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser RZ-85

Claudia Vance, MAI
State-Certified General Real Estate Appraiser RZ-173

MBA in REAL ESTATE DEVELOPMENT & MANAGEMENT

7481 Northwest 4th Street, Plantation, FL 33317-2204 954/583-2116

CERTIFICATION

I certify that, to the best of my knowledge and belief, the statements contained in this report are true and correct.
The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
I have no present or prospective interest in the property that is the subject of this report, and I have no bias or personal interest with the parties involved.
The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The analyses, opinions and conclusions were also developed and the report prepared in conformity with the Uniform Standards of Professional Appraisal Practice, which is included in the Appraisal Institute's Standards, and Chapter 475, Part II F.S.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. The use of this report is (*also*) subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

I have visited the property that is the subject of this report on December 3, 2021.

Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions and opinions concerning real estate set forth in this report. No one else has provided significant professional service to the persons signing this report.

The Appraisal Institute and the American Society of Appraisers each conduct programs of continuing education for their designated members. As of the date of this report, Jesse B. Vance, Jr. and Claudia Vance have completed the requirements of the continuing education program of the Appraisal Institute. Continuing educational requirements are also completed for the American Society of Appraisers and the State of Florida.

Jesse B. Vance, Jr.

December 8, 2021

Jesse B. Vance, Jr., MAI, SRA, ASA
Florida State-Certified General Real Estate Appraiser No. RZ-85

Claudia Vance

December 8, 2021

Claudia Vance, MAI
Florida State-Certified General Real Estate Appraiser No. RZ-173

CERTIFICATION AND LIMITING CONDITIONS

The statements and conclusions contained in this report, subject to the limiting conditions hereafter cited, are correct to the best of the writers' knowledge.

1. The undersigned have personally visited the subject of this report. No pertinent information has been knowingly withheld.
2. Unless specifically included, the subject is analyzed as though free and clear of liens and encumbrances.
3. No responsibility is assumed for legal matters, nor is an opinion of title rendered. Title is assumed to be good and held in Fee Simple.
4. Legal descriptions and property dimensions have been furnished by others; no responsibility for their correctness is assumed. Sketches which may be in the report are for illustrative purposes only.
5. Possession of any copy of this report does not carry with it the right of publication, duplication, or advertising using the writers' names or professional designations or membership organizations.
6. The writers are not required to testify without prior agreement.
7. Neither the employment to make this appraisal nor compensation therefore is contingent on the value reported.
8. Improvements, if any, are those noted and reported on the date of inspection.
9. The value or values estimated apply ONLY as of the date of valuation stated within the report.
10. The writers certify that they have no present, past or contemplated interest in the subject of this report.
11. This report is the property of the indicated client. It may not be used by any other party for any purpose not consistent with the written function of this report without the express written consent of the writers AND client.
12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice and Conduct of the Appraisal Institute. The work also conforms to the Uniform Standards of Professional Appraisal Practice.
13. The existence of potentially hazardous material used in the construction or maintenance of buildings, such as the presence of urea formaldehyde foam insulation, and/or existence of toxic waste, which may or may not be present on the property, has not been considered. Additionally, soil or sub-soil contamination may exist from current or prior users, or users outside the property concerned. The appraisers are not qualified to detect such substances. We urge the client to retain an expert in this field if desired.
14. The appraisers have not been provided a Habitat Survey, Endangered Species Survey, or analysis by a qualified environmental specialist indicating the presence of or proximity to environmentally sensitive and/or protected land or species which could affect the use, and possibly, value of the appraised property. The appraisers are not qualified to identify these factors. We recommend that an expert be hired where there may be reasonable cause to expect the presence of any of the cited elements.
15. Jesse B. Vance, Jr. and Claudia Vance were responsible for the analyses, conclusions, and opinions of real estate set forth in this report. (No one else provided significant professional assistance to the report signers).
16. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property would reveal that the property is not in compliance with one or more of the requirements of the act, which could reduce property value.
17. Prospective value estimates are based on current conditions and trends. The appraisers cannot be held responsible for unforeseeable events that might alter market conditions upon which market value has been estimated.
18. The appraisers certify that they have the knowledge and experience required to perform this appraisal assignment.
19. The appraiser reserves the right to amend or change this report at any time additional market information is obtained which would significantly affect the value opinion.

Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser No. RZ 85 December 8, 2021

Claudia Vance, MAI
State-Certified General Real Estate Appraiser No. RZ 173 December 8, 2021

From: Shutt, Thuy
To: Anthony Barber
Cc: Utterback, Theresa; Curfman, Vicki; Kathryn Rossmell; P. E. Timothy T. Tack (TackT@bbfl.us)
Subject: Guarantor"s information for 211 E. Ocean Avenue
Date: Tuesday, December 21, 2021 5:53:00 PM

Good afternoon, Anthony,

I wanted to follow up on the information below regarding the above referenced project:

1. Final paperwork on the legal entity, including title managers, and certificate of good standing – as of today, the 211 E. Ocean LLC has not been officially created in the FL Divisions of Corporations website
2. Completed credit authorization for the guarantor (Mr. Mayo) – Theresa Utterback from our office will provide under separate cover by tomorrow.
3. Demonstrated financial capability of the guarantor (Mr. Mayo). Financial capability will be demonstrated by submitting a current (audited, if available) financial statement of the proposing entity/individual, which includes a balance sheet, a three-year statement of past income, and a projected one-year income statement for the current fiscal year for the entity or individual (and its parent entity if proposer is a subsidiary).

We will be working towards a Purchase and Development Agreement for this project for the January 10th CRA Board meeting. Our agenda publication deadline is January 3, 2022 and therefore this information will be needed asap or no later than December 30, 2021 (noon) as our office will be closed on December 24th, 27th, and 31st for the holidays. Please contact me if you have any questions. Thank you.

From: Shutt, Thuy
To: Anthony Barber
Cc: P. E. Timothy T. Tack (TackT@bbfl.us); Hill, Vicki; Utterback, Theresa; Curfman, Vicki
Subject: FW: Sending: 1-10-22 AGMT 211 E Ocean Ave Purchase and Development CRA Board (01610891-2).docx
Date: Thursday, February 17, 2022 4:33:00 PM
Attachments: 2-15-22 AGMT 211 E Ocean Ave Purchase and Development CRA Board clean (01610891xBA9D6).docx
1-10-22 AGMT 211 E Ocean Ave Purchase and Development CRA Board (Attachment IV).pdf
2-16-22 Purchase and Development Agmt Combined Comments from Jan-Feb tracked.docx

---

Hi, Anthony,

Hope you are feeling better than when we last talked. Please see the attached copy of the Purchase and Development Agreement with our legal counsel's comments. I have included the pdf file of the earlier version that was presented to the CRA Board in January and the redlined and cleaned versions for ease of review.

Please let me know the status of the new LLC and financial information from Mr. Mayo and if you would like to discuss the agreement. Thank you.

From: Kathryn Rossmell <krossmell@llw-law.com>
Sent: Tuesday, February 15, 2022 1:56 PM
To: Shutt, Thuy <ShuttT@bbfl.us>
Cc: Curfman, Vicki <CurfmanV@bbfl.us>
Subject: Sending: 1-10-22 AGMT 211 E Ocean Ave Purchase and Development CRA Board (01610891-2).docx

Good afternoon,

Here is a clean revised copy of the agreement. Please let me know if you have any questions. Thanks!

Kathryn B. Rossmell | Attorney
360 South Rosemary Avenue, Suite 1100 | West Palm Beach, Florida 33401
krossmell@llw-law.com | 561.640.0820
vCard | Website | Bio | join us online

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From: Shutt, Thuy
To: Anthony Barber
Cc: P. E. Timothy T. Tack (TackT@bbfl.us); Hill, Vicki; Utterback, Theresa; Curfman, Vicki
Subject: RE: LETTER FOR BOYNTON BANK DRAFT 1
Date: Thursday, March 3, 2022 4:31:00 PM
Attachments: image001.png

I just spoke to our attorney regarding the need for the reverter clause and other items related to the Purchase and Development agreement that we talked about since closing will not occur until the renovation is completed. This may take form in an indemnification and/or insurance language since there will be liability on the CRA's part when your contractor/container fabricator will be constructing the project while the CRA still owns the property.

Please continue to review the current draft forward the partnership agreement as soon as possible. I should be getting the language for the reverter and indemnification and/or insurance language before we publish the packet and will send it to you for your review so that we can limit the changes at the meeting.

Thank you.

From: Shutt, Thuy
Sent: Thursday, March 3, 2022 11:39 AM
To: Anthony Barber <mrabarber@me.com>
Cc: P. E. Timothy T. Tack (TackT@bbfl.us) <TackT@bbfl.us>; Hill, Vicki <HillV@bbfl.us>; Utterback, Theresa <UtterbackT@bbfl.us>; Curfman, Vicki <CurfmanV@bbfl.us>
Subject: RE: LETTER FOR BOYNTON BANK DRAFT 1

Hi, Anthony,

This is a follow up to my vm and text. I reviewed the documents you sent and wanted to ask how you or the Barber Family will be connected to this new entity. Is there a separate agreement? The Board decision to proceed through this project was based on the desire to support the Barber Family, a longtime Boynton Beach business.

I want to make sure I have a correct understanding of your business concept to be able to finalize our report.

Please give me a call as I need to publish our packet tomorrow. Thank you.

From: Anthony Barber <mrabarber@me.com>
Sent: Wednesday, March 2, 2022 5:30 AM
To: Shutt, Thuy <ShuttT@bbfl.us>
Subject: Fwd: LETTER FOR BOYNTON BANK DRAFT 1

Sent from my iPhone

Begin forwarded message:

> **From:** Tony Pintsopoulos <tonyp@subculturegroup.com>
> **Date:** March 1, 2022 at 11:39:38 PM EST
> **To:** Anthony Barber <mrabarber@me.com>, Rodney Mayo <r@subculturegroup.com>
> **Subject: RE: LETTER FOR BOYNTON BANK DRAFT 1**
>
> Anthony,
>
> Great seeing you tonight.
>
> Here is the new entity. Forward this to the people below and have them cc me on any new requests regarding Rodney and funding. I think that this should answer most of the questions.
>
> Thanks
>
> **Tony Pintsopoulos, CPA**
> **SubCulture Group, LLC**
> 518 Clematis Street, Suite 3, West Palm Beach, FL 33401
> Phone 954-689-6632
> www.sub-culture.org

From: Anthony Barber <mrabarber@me.com>
Sent: Monday, February 28, 2022 12:08 PM

To: tonyp@subculturegroup.com; Rodney Mayo <r@subculturegroup.com>
Subject: Fwd: LETTER FOR BOYNTON BANK DRAFT 1

Sent from my iPhone

Begin forwarded message:

> **From:** "Shutt, Thuy" <ShuttT@bbfl.us>
> **Date:** February 28, 2022 at 11:34:40 AM EST
> **To:** Anthony Barber <atbarber@troysbbque.com>, Anthony Barber <mrabarber@me.com>, r@subculturegroup.com
> **Cc:** "Tack, Timothy" <TackT@bbfl.us>, "Nicklien, Bonnie" <NicklienB@bbfl.us>, "Curfman, Vicki" <CurfmanV@bbfl.us>, "Hill, Vicki" <HillV@bbfl.us>, "Utterback, Theresa" <UtterbackT@bbfl.us>
> **Subject: RE: LETTER FOR BOYNTON BANK DRAFT 1**
>
> Hi, Anthony,
>
> Thank you for the last set of documents (Mr. Mayo's financials). We are reviewing the information. We still need the following:
>
> 1. Documentation for the new entity 211 E. Ocean LLC. Will Mr. Mayo be one of the officers of this LLC? This entity will need to be created for the Purchase and Development Agreement.
> 2. Documentation connecting Mr. Mayo or the funding entity to the new entity 211 E. Ocean LLC and any conditions of funding if 211 E. Ocean LLC does not perform. Since we will be transferring the publicly owned land (valued at $800,000+) to this entity base on the funding commitments and understanding that this entity has the financial capacity ($1,000,000) to complete the proposed project, we need to understand how the funds are committed to the project. Will this be a loan (what are the terms?), are there any collateral that is needed (e.g. land), is Mr. Mayo a guarantor, etc.?
> 3. Any comments to the draft Purchase and Development Agreement (initially presented to the CRA Board on 1/10/22 and updated on 2/17/22 with revisions by our attorney, see attached email).
>
> Please give me a call to discuss. Our March 9th CRA Board Agenda is required to be posted on Wednesday, 3/2/22 and staff report is being finalized on Thursday 3/3/22. Thank you.
>
> Thuy Shutt, AIA, FRA-RA
> Executive Director
> Boynton Beach Community Redevelopment Agency
> 100 E. Ocean Ave. | Boynton Beach, Florida 33435

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (hereinafter "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes (hereinafter "SELLER") and 306 NE 6th Avenue, LLC, or its affiliated assignee (hereinafter "PURCHASER", and together with the SELLER, the "Parties").

In consideration of TEN DOLLARS AND 00/100 DOLLARS ($10.00) and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions hereinafter set forth, the real property legally described in Exhibit "A" attached hereto (hereinafter the "Property"). The Parties intend that the purchase and sale and ensuing redevelopment of the Property will be effectuated in order to reduce slum and blight and to enable the construction of an approximately ____ square foot restaurant consisting of five (5) shipping containers, the adaptive reuse of the historic Magnuson House, associated parking, and all other required development standards according to the City of Boynton Beach (the "Project").

2. PURCHASE PRICE AND PAYMENT. The Purchase Price for the Property shall be Ten AND 00/100 DOLLARS ($10.00) to be paid in full at Closing. SELLER has complied with Section 163.380, Florida Statutes, in proceeding with the sale of the Property to PURCHASER.

3. DEPOSITS. An Initial Deposit in the amount of _____ AND 00/100 DOLLARS ($____.00) shall be deposited with Lewis, Longman & Walker, P.A. (hereinafter "Escrow Agent") within two (2) business days following execution hereof by the Parties. The Initial Deposit shall be fully refundable to PURCHASER, if prior to the expiration of the Feasibility Period (as hereinafter defined), the PURCHASER advises SELLER in writing that it does not intend to complete the purchase of the Property.

4. EFFECTIVE DATE. The date of this Agreement (the "Effective Date") shall be the date when the last one of the SELLER and PURCHASER has signed this Agreement.

5. CLOSING. The PURCHASER'S obligation to close on the purchase of the Property is contingent on the following:

a. PURCHASER obtaining a Certificate of Occupancy from the City of Boynton Beach, Florida (the "City") to build a restaurant consisting of a approximately ____ square feet within five (5) shipping containers, the adaptive reuse of the historic Magnuson House, associated parking, and all other required development standards according to the City of Boynton Beach on the Property within the timeframe set forth in Paragraph 20 below.

PURCHASER's Initials: _____
SELLER's Initials: _____

DRAFT

b. Seller delivering marketable title to the Property subject only to those title exceptions acceptable to the PURCHASER, all as more specifically set forth herein.

6. CLOSING DATE. The Closing shall take place thirty (30) days after meeting the condition set forth in Section 5(a) at such location to which the parties may mutually agree in writing.

7. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by Special Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 8.3), to which PURCHASER fails to object, or which PURCHASER agrees to accept.

8. INVESTIGATION OF THE PROPERTY. For a period until twenty (20) days from the Effective Date ("Feasibility Period"), PURCHASER and PURCHASER'S agents, employees, designees, Contractors, surveyors, engineers, architects, attorneys and other consultants (collectively, "Agents"), shall have the right, at PURCHASER'S expense, to make inquiries of, and meet with members of Governmental Authorities regarding the Property and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests, inspections, and investigations of the Property, including but not limited to Phase I and Phase II environmental investigations, which PURCHASER may deem necessary. During the Feasibility Period, PURCHASER may elect, in PURCHASER'S sole and absolute discretion, to terminate this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER shall: (i) leave the Property in substantially the condition existing on the Effective Date; (ii) shall repair and restore any damage caused to the Property by PURCHASER'S testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER'S testing and investigation. PURCHASER hereby agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, reasonable attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property arising out of PURCHASER'S investigation of the Property. PURCHASER'S obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

8.1 Seller's Documents. SELLER shall deliver to PURCHASER the following documents and instruments within five (5) days of the Effective Date of this Agreement: any

PURCHASER's Initials: _____
SELLER's Initials: _____

existing title policies, appraisals, copies of any reports or studies (including environmental, engineering, surveys, soil borings and other physical reports) in SELLER'S possession or control with respect to the physical condition of the Property, copies of all permits, authorizations and approvals issued by Governmental Authorities for the Property and any correspondence which discloses claims, allegations or adverse information regarding the Property or SELLER with respect to the Property.

8.2 Title Review. Within thirty (30) days of the Effective Date, SELLER's counsel, as closing agent for the transaction contemplated herein (the "Closing Agent") shall obtain, at the SELLER'S expense, from a Title Company chosen by SELLER (hereinafter "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. PURCHASER shall examine the Title Commitment and deliver written notice to SELLER no later than twenty (20) days after receipt of the Title Commitment notifying SELLER of any objections PURCHASER has to the condition of title (hereinafter "PURCHASER'S Title Objections"). If PURCHASER fails to deliver PURCHASER'S Title Objections to SELLER within the aforesaid review period, title shall be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the PURCHASER'S Title Objections, then SELLER shall have thirty (30) days to cure and remove the PURCHASER'S Title Objections (hereinafter "Cure Period"). In the event that SELLER is unable or unwilling to cure and remove, or cause to be cured and removed, the PURCHASER'S Title Objections within the Cure Period to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER'S sole and absolute discretion, shall have the option of (i) extending the Cure Period and the Closing for one additional thirty (30) day period at no cost to PURCHASER, or (ii) accepting the Title to the Property as of the time of Closing or (iii) canceling and terminating this Agreement, in which case, any Deposits shall be returned to PURCHASER and the Parties shall have no further obligations or liability hereunder, except for those expressly provided herein to survive termination of this Agreement.

Prior to the Closing, PURCHASER shall have the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items render title unmarketable, PURCHASER shall have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update shall be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

8.3 Survey Review. PURCHASER, at PURCHASER'S expense, may obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable

PURCHASER's Initials: _____
SELLER's Initials: _____

governmental regulations, the same shall constitute a title defect and shall be governed by the provisions of Section 8.2 concerning title objections.

9. CONDITIONS TO CLOSING. PURCHASER shall not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

9.1 Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement shall be true and correct as of Closing.

9.2 Pending Proceedings. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever involving the Property or the SELLER, pending or threatened, which has not been disclosed, prior to closing, and accepted by PURCHASER.

9.3 Compliance with Laws and Regulations. The Property shall be in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

10. CLOSING DOCUMENTS. The SELLER shall prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the Title Company. At Closing, SELLER shall execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

10.1 Deed and Authorizing Resolutions. SELLER shall furnish a Special Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions, together with such resolutions or other applicable authorizing documents evidencing approval of the transaction by the SELLER's governing body as the Closing Agent and the title Company may require. The Deed shall contain a deed restriction for the restaurant use for a minimum twenty (20) years from the date of the Certificate of Occupancy.

10.2 Seller's Affidavits. SELLER shall furnish to PURCHASER an owner's affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law, that the SELLER will not record or enter into documents affecting the Property after the last effective date on the Title Commitment, and that there are no parties in possession of the Property other than SELLER. SELLER shall also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same shall be deemed an uncured Title Objection.

10.3 Closing Statement. A closing statement setting forth the Purchase Price, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses

PURCHASER's Initials: _____
SELLER's Initials: _____

to be paid at Closing, and the net proceeds due SELLER, which SELLER shall also execute and deliver at Closing.

10.4 Corrective Documents. Documentation required to clear title to the Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

10.5 Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

11. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

11.1 Prorations. Taxes for the Property shall be prorated through the day before Closing. Cash at Closing shall be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes shall be prorated based upon the current year's tax with due allowance made for maximum allowable discount. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill which discloses an actual difference in the amount of the taxes estimated at Closing that exceeds $1,000.00.

11.2 Closing Costs. SELLER shall pay for documentary stamps on the deed, recording the deed and any cost associated with curing title. PURCHASER shall pay all other closing expenses. Each party shall be responsible for their respective attorneys' fees.

11.3 Closing Procedure. PURCHASER shall fund the Purchase Price subject to the credits, offsets and prorations set forth herein. SELLER and PURCHASER (as applicable) shall execute and deliver to the Closing Agent the Closing Documents. The Closing Agent shall, at Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the appropriate public records.

11.4 Existing Mortgages and Other Liens. At Closing, SELLER shall obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

12. REPRESENTATIONS, COVENANTS AND WARRANTIES. SELLER hereby represents, covenants and warrants to PURCHASER, as of the Effective Date and as of the Closing Date, as follows:

12.1 Authority. The execution and delivery of this Agreement by SELLER and

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the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

12.2 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

12.3 Litigation. There are no actions, suits, proceedings or investigations pending or threatened against SELLER or the Property affecting any portion of the Property, including but not limited to condemnation actions.

12.4 Parties in Possession. There are no parties other than SELLER in possession or with a right to possession of any portion of the Property.

12.5 Acts Affecting Property. From and after the Effective Date, SELLER will refrain from (a) performing any grading, excavation, construction, or making any other change or improvement upon or about the Property; (b) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions (including the mortgages, liens, pledges, and other encumbrances existing on the Effective Date) and (c) committing any waste or nuisance upon the Property.

13. DEFAULT.

13.1 PURCHASER'S Default. In the event that this transaction fails to close due to a wrongful refusal to close or default on the part of PURCHASER, SELLER shall be entitled to retain the Deposit, and neither PURCHASER nor SELLER shall have any further obligation or liabilities under this Agreement, except for those expressly provided to survive the termination of this Agreement; provided, however, that PURCHASER shall also be responsible for the removal of any liens asserted against the Property by persons claiming by, through or under PURCHASER.

13.2 SELLER'S Default. In the event that SELLER fails to fully and timely to perform any of its obligations and covenants hereunder or if SELLER is in breach of any representations herein, PURCHASER may, at its option (i) declare SELLER in default under this Agreement in which event PURCHASER may terminate this Agreement, receive back its Deposit and neither party shall have any further rights hereunder, except for those expressly provided herein to survive termination of this Agreement.

13.3 Notice of Default. Prior to declaring a default and exercising the remedies

PURCHASER's Initials: _____
SELLER's Initials: _____

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described herein, the non-defaulting Party shall issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party shall have fifteen (15) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period shall only be three (3) business days from the delivery of notice. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

13.4 Survival. The provisions of this Section 13 shall survive the termination of this Agreement.

14. NOTICES. All notices required in this Agreement must be in writing and shall be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller: Boynton Beach Community Redevelopment Agency
Thuy Shutt, Executive Director
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to: Kenneth Dodge, Esquire
Lewis, Longman & Walker, P.A.
360 South Rosemary Avenue, Suite 1100
West Palm Beach, Florida 33401

If to Purchaser: 306 NE 6th Avenue, LLC
(insert information)

With a copy to: (insert attorney information)

15. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are hereby made binding on, and shall inure to the benefit of, the successors and permitted assigns of the Parties hereto. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER. It is understood, however, that SELLER may assign its interest to the City of Boynton Beach without the prior written consent of PURCHASER. This Agreement may be freely assigned by PURCHASER to a wholly owned or controlled assignee of PURCHASER, and thereafter PURCHASER'S assignee shall be obligated to close the transaction contemplated herein as if such assignee were the original party to this Agreement. Any assignment by PURCHASER to an unrelated party shall be subject to the prior written approval of SELLER, which shall not be unreasonably withheld.

PURCHASER's Initials: _____
SELLER's Initials: _____

16. RISK OF LOSS. In the event the condition of the Property, or any part thereof, is materially altered by an act of God or other natural force beyond the control of SELLER, PURCHASER may elect, as its sole option, to terminate this Agreement and receive a refund of the Deposit and the parties shall have no further obligations under this Agreement, or PURCHASER may accept the Property without any reduction in the value of the Property. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, SELLER shall promptly notify PURCHASER and PURCHASER shall thereafter have the right and option to terminate this Agreement by giving SELLER written notice of PURCHASER's election to terminate within fifteen (15) days after receipt by PURCHASER of the notice from SELLER. SELLER hereby agrees to furnish PURCHASER with written notice of a proposed condemnation within two (2) business days after SELLER's receipt of such notification. Should PURCHASER terminate this Agreement pursuant to this Section, the Deposit shall immediately be returned to PURCHASER and thereafter the Parties shall be released from their respective obligations and liabilities hereunder. Should PURCHASER elect not to terminate, the parties hereto shall proceed to Closing and SELLER shall assign all of its right, title and interest in all awards in connection with such taking to PURCHASER.

17. BROKER FEES. The Parties hereby confirm that neither of them has dealt with any broker in connection with the transaction contemplated by this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by either Party or on its behalf with any broker or finder in connection with this Agreement. However, SELLER'S indemnification obligations shall not exceed the statutory limits provided within Section 768.28, Florida Statutes, and SELLER does not otherwise waive its sovereign immunity rights. The provisions of this Section shall survive Closing or termination of this Agreement.

18. ENVIRONMENTAL CONDITIONS. To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

19. SELLER DESIGN APPROVAL. The PURCHASER agrees that the SELLER shall have the right to reasonably approve the design of the Project. PURCHASER has submitted plans to the SELLER, attached hereto as Exhibit "C", which have been approved for submittal to the City for formal site plan approval.

PURCHASER's Initials: _____
SELLER's Initials: _____

20. DEVELOPMENT TIMELINE. PURCHASER is required to achieve the following items described below in this Section (collectively the "Project Elements"). Achievement of the Project Elements must be documented in writing, and such writing must be provided to the SELLER upon completion of each item.

a. Submission of application to the City for site plan approval for the Project within one hundred twenty (120) days from the Effective Date.

b. Achievement of site plan approval for the Project from the City within one hundred eighty (180) days of submittal of a formal site plan application to the City of Boynton Beach.

c. Approval of financing for the Project including the construction loan and permanent financing commitment in a form acceptable to SELLER in an amount sufficient to develop the Project on or before receiving site plan approval from the City. PURCHASER shall provide SELLER proof that the permanant financing commitment is either a) signed by an authorized signatory of an accredited financial institution (the "Lender") demonstrating that the Project has been underwritten by the Lender and that Lender intends on financing the Project, or b) that the entity providing the permanent financial commitment has the financial ability to fund the Project and that such entity intends to finance the Project, which proof must be in a form acceptable to SELLER.

d. In the event that the adaptive reuse of the Magnuson House is not economically possible, then PURCHASER may pursue the removal of the historic designation. PURCHASER must provide notice to SELLER it intends to remove the historic designation at least thirty (30) days before formally initating the process to remove the designation, and must request SELLER remove the requirement that the Project accomplish the adaptive reuse of the historic Magnuson House and propose an alternative Project element, which request SELLER will not unreasonably refuse so long as it furthers the Boynton Beach CRA Redevelopment Plan. If such historic designation is removed, then the Magnuson House may be demolished or moved so long as SELLER has approved an alternative Project element.

e. Submission of construction documents for the Project to the City for a building permit within ninety (90) days of obtaining formal site plan approval. Proof of permit application and applicable impact fees paid will be provided to the SELLER upon submission to the City. Upon City issuance of the building permit a copy will be provided to SELLER.

f. Issuance of a Certificate of Occupancy to be provided within twelve (12) months following building permit issuance.

g. Ribbon cutting ceremony to occur within sixty (60) days of achieving a Certificate of Occupancy.

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PURCHASER's Initials: _____
SELLER's Initials: _____

21. DEFAULT WITH REGARD TO PROJECT ELEMENTS. If one or more of the required Project Elements is not achieved as required and/or if the timeline outlined herein is not strictly met, and PURCHASER has not provided SELLER with a written notice explaining the reason or circumstances not under the control of PURCHASER that have prevented PURCHASER from meeting the timeline, and SELLER has not agreed in writing to the same and which approval shall not be reasonably withheld, then (a) if such events are contemplated to occur following the Closing but fail to occur as required, then it shall be a default hereunder and PURCHASER shall be required to reconvey the Property to the SELLER, this Agreement shall be terminated, and SELLER shall be released from any and all obligations under this Agreement and (b) if such events are contemplated to occur prior to Closing but fail to occur as required, then it shall be a default hereunder and treated as provided in Section 13, above. The parties understand and agree that in such instance SELLER shall be entitled to the Deposit in full and final satisfaction of PURCHASER's obligations hereunder. SELLER agrees to work reasonably with PURCHASER in working within the timeframes set forth above, but PURCHASER and SELLER agree that time is of the essence.

21.1 Default After Closing. Failure of the Parties to strictly comply with any of the provisions set forth in this Agreement after the Closing shall constitute a default and breach of this Agreement. If either Party fails to cure the default within (30) days of written notice from the other of its default, then this Agreement may be terminated pursuant to Section 23.14 below.

21.2 Reverter Clause. The Special Warranty Deed shall contain a reverter clause that shall run with the Property until the Project is completed and the PURCHASER has obtained a Certificate of Occupancy for the Project. The reverter clause shall require the Property to be re-conveyed to SELLER by quit claim deed should PURCHASER default under the terms of this Agreement. In the event the SELLER exercises its right of reverter, SELLER shall reimburse PURCHASER the Purchase Price of the property as set forth in Section 2 of this Agreement in addition to verifiable costs associated with the Closing of said property described herein. To carry out the terms of this paragraph, PURCHASER shall execute a reverter agreement in the form set forth on Exhibit "B."

21.3 Right of First Refusal. PURCHASER hereby grants SELLER a Right of First Refusal for repurchase of the Property which shall be in full force and effect for a period of five (5) years from the date PURCHASER obtains its Certificate of Occupancy. The terms and conditions of this right shall be set forth within the Special Warranty Deed as follows:

a. Should the PURCHASER abandon the Property for any six (6) month period (unless said abandonment is beyond the control of Purchaser) and/or if the Property is not used for a CRA approved use (the approval of which shall not be unreasonably withheld) the SELLER shall provide 30 days written notice to PURCHASER of its right to repurchase the Property at fair market value (as determined by an independent third-party appraisal.) Thereafter, PURCHASER will provide a general warranty deed to the Property in form and substance

PURCHASER's Initials: _____
SELLER's Initials: _____

acceptable to the SELLER evidencing the reconveyance of the Property to SELLER; and/or

b. Should PURCHASER receive a written offer to purchase the Property pursuant to a written contract or letter of intent, PURCHASER shall give SELLER notice of the offer by delivering a copy of the contract or letter of intent to SELLER ("Notice") pursuant to the Notice requirements of Section 14 above within two (2) business days of receipt. Within ten (10) days of receipt of the Notice, SELLER shall either waive or exercise its right of first refusal. If SELLER elects to exercise its right of first refusal, SELLER shall, within ten (10) days after receipt of the Notice, deliver to PURCHASER an agreement to purchase the Property on the same terms as set forth in the Notice including the delivery of a deposit (if applicable), and upon receipt by the PURCHASER of the foregoing from the SELLER, PURCHASER and SELLER shall enter into a Purchase and Sale Agreement upon substantially the same terms and conditions as the Notice. If SELLER fails to exercise or waive its right of first refusal in accordance with the terms and conditions stated herein, within ten (10) days after receipt of the Notice, then SELLER's right of first refusal shall be deemed to have been waived. The terms and conditions of this Section shall survive Closing.

22. REFUNDING. Should the PURCHASER sell the Property for a profit within seven (7) years of the Effective Date, PURCHASER shall repay to SELLER an amount equal to all grants or other funding received from the SELLER to effectuate the Project.

23. MISCELLANEOUS.

23.1 General. This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement. Reference to a Section shall be deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement shall be interpreted in accordance with the laws of the State of Florida. The Parties hereby agree that jurisdiction of any litigation brought arising out of this Agreement shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Southern District Court of Florida.

23.2 Computation of Time. Any reference herein to time periods which are not measured in business days and which are less than six (6) days, shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full

PURCHASER's Initials: _____
SELLER's Initials: _____

business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date shall not include the Effective Date in the calculation thereof.

23.3 Waiver. Neither the failure of a party to insist upon strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations hereunder, shall be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph shall survive termination of this Agreement and the Closing.

23.4 Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation hereof. Neither this Agreement nor any amendment hereto shall be more strictly construed against any of the Parties. As used in this Agreement, or any amendment hereto, the masculine shall include the feminine, the singular shall include the plural, and the plural shall include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing shall not merge into the Deed.

23.5 Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. The provisions of this Section shall apply to any amendment of this Agreement.

23.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by SELLER and PURCHASER shall control all printed provisions in conflict therewith.

23.7 Waiver of Jury Trial. As an inducement to PURCHASER agreeing to enter into this Agreement, PURCHASER and SELLER hereby waive trial by jury in any action or proceeding brought by either party against the other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

23.8 Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, shall be awarded to the prevailing party. However, SELLER's obligation under this section shall not exceed the statutory limits provided within Section 768.28, Florida statutes, and nothing in this Agreement shall be deemed a waiver of SELLER's sovereign immunity rights.

PURCHASER's Initials: _____
SELLER's Initials: _____

23.9 Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

23.10 No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County, Florida without the prior approval of both parties.

23.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, shall survive the Closing, the delivery and recording of the Deed and PURCHASER'S possession of the Property.

23.12 PURCHASER Attorneys' Fees and Costs. PURCHASER acknowledges and agrees that PURCHASER shall be responsible for its own attorneys' fees and all costs, if any, incurred by PURCHASER in connection with the transaction contemplated by this Agreement.

23.13 Public Records. SELLER is public agency subject to Chapter 119, Florida Statutes. The PURCHASER shall comply with Florida's Public Records Law. Specifically, the PURCHASER shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the SELLER in connection with this Agreement;

b. Provide the public with access to such public records on the same terms and conditions that the SELLER would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining and providing public records and transfer to the SELLER, at no cost, all public records in possession of the PURCHASER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the SELLER in a format that is compatible with the information technology systems of the SELLER.

SELLER shall, upon request, provide guidance to PURCHASER as to the public records keeping and reporting duties that are imposed upon PURCHASER as provided above and shall take all steps reasonably required to assist PURCHASER in not violating them. The failure of PURCHASER to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement. If PURCHASER fails to cure the default within seven (7) days' notice from the SELLER the SELLER may terminate the Agreement.

PURCHASER's Initials: _____
SELLER's Initials: _____

23.14. Termination. The obligations of PURCHASER and SELLER shall terminate upon the earlier of (i) the issuance of the Certificate of Occupancy; or (ii) failure by the PURCHASER to complete the Project before the Completion Date, as described in Section 1, unless extended as provided by written agreement of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

PURCHASER:	**SELLER:**
211 E OCEAN LLC	BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
_____	_____
Printed Name: _____	Printed Name: Steven B. Grant
Title: _____	Title: Chair
Date: _____	Date: _____
WITNESS:	WITNESS:
_____	_____
Printed Name: _____	Printed Name: _____

Approved as to form and legal sufficiency: _____
CRA Attorney

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PURCHASER's Initials: _____
SELLER's Initials: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 13 and 14, ORIGINAL TOWN OF BOYNTON BEACH, according to the Plat thereof as recorded in Plat Book 1, Page 23 of the Public Records of Palm Beach County, Florida.

Said lands situated in the City of Boynton Beach, Palm Beach County, Florida and containing 13,936 square feet (0.32 acres) more or less.

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PURCHASER's Initials: _____
SELLER's Initials: _____

EXHIBIT B

REVERTER AGREEMENT

This REVERTER AGREEMENT is dated as of this ____ day of _____, 2022, by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (the "SELLER") and 211 E OCEAN LLC, (the "PURCHASER").

RECITALS

A. The SELLER has conveyed to the PURCHASER that certain real estate described on Exhibit "A" attached hereto (the "Property") pursuant to a Deed of even date herewith between the SELLER and PURCHASER.

B. The PURCHASER has agreed to construct certain Improvements on the Property, and other requirements in accordance with the guidelines and criteria set forth on in the Purchase and Development Agreement.

C. The Deed shall provide that if the PURCHASER does not construct the Improvements as set forth in this Agreement, then the Property shall revert to the SELLER.

NOW THEREFORE, in consideration of the transfer of the Property to the PURCHASER and other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. PURCHASER agrees at its sole cost and expense to complete the construction of the Improvements in accordance with the terms of the Purchase and Development Agreement attached hereto by no later than the time period set forth in Paragraph 20 of the Purchase and Development Agreement of even date herewith (the "Completion Date").

2. In the event the Improvements are not completed by the Completion Date (unless extended pursuant to the terms of the Purchase and Development Agreement), the Property shall revert to and thereafter become fee simple real estate owned by the SELLER. Within 30 days of the written request of the SELLER, the PURCHASER will provide a general warranty deed to the Property in form and substance acceptable to the SELLER evidencing the reconveyance of the Property.

3. During the construction of the Improvements, PURCHASER will not place any additional liens or encumbrances on the Property except as consented to by the SELLER. In that regard, the SELLER agrees not to unreasonably withhold its consent to any construction loan

PURCHASER's Initials: _____
SELLER's Initials: _____

financed with a commercial bank or similar lender or private investor or guarantor intended to fund the construction and development of the Improvements. In such an event, the SELLER will enter into a Subordination Agreement in form and satisfactory to such lender. Upon completion of the Improvements satisfactory to the SELLER, the SELLER agrees to issue a letter acknowledging the release of the reverter rights described herein.

This Agreement shall be binding upon the parties hereto and shall be binding upon and inure to the benefit of their successors and assigns.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

This Agreement may only be modified or amended by a written agreement signed by authorized representatives of the parties hereto.

WITNESS the following signatures as of the year and date first above written.

PURCHASER:	**SELLER:**
211 E OCEAN LLC	BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
_____	_____
Printed Name: _____	Printed Name: Steven B. Grant
Title: _____	Title: Chairman
Date: _____	Date: _____

DRAFT

PURCHASER's Initials: _____
SELLER's Initials: _____

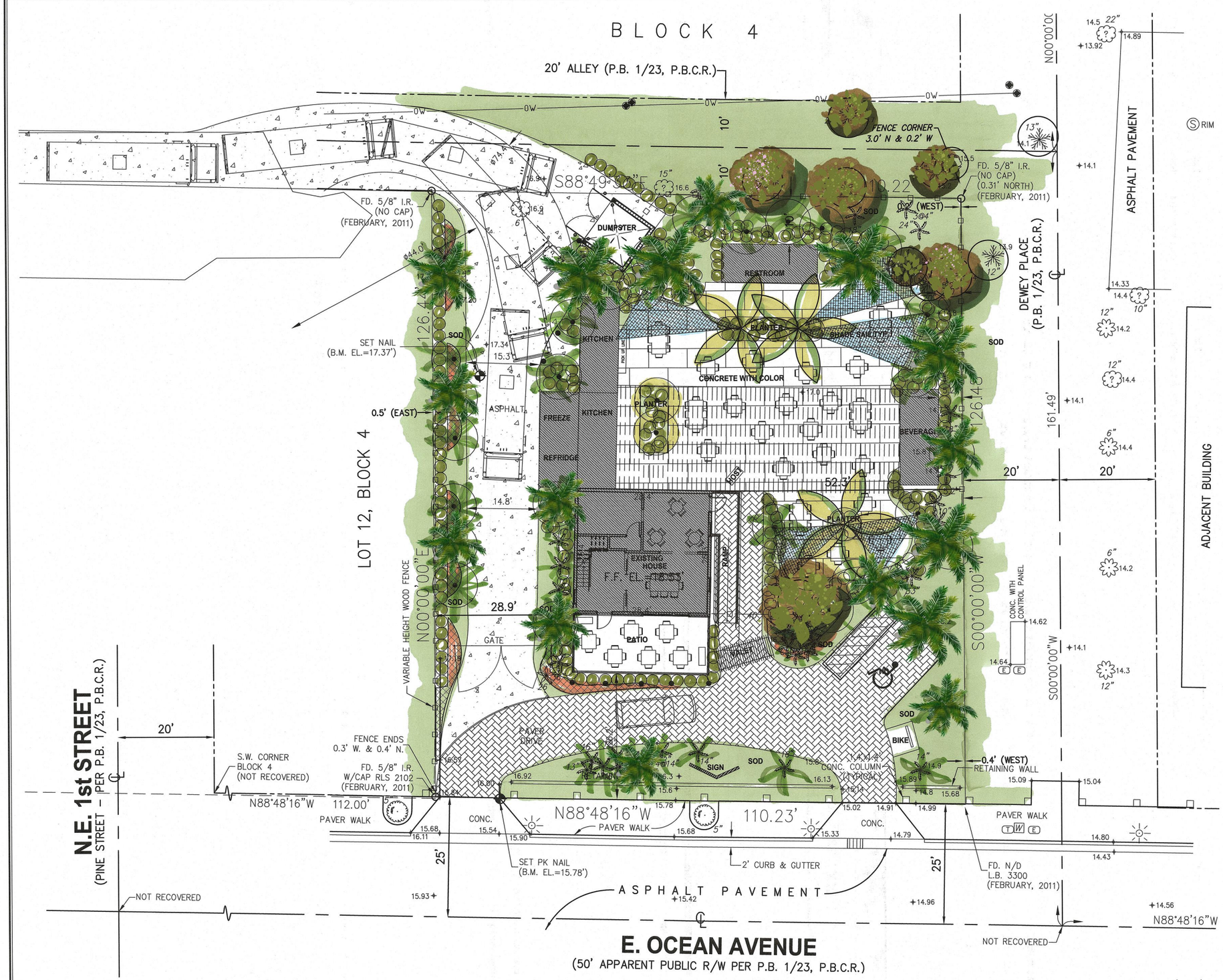
EXHIBIT C

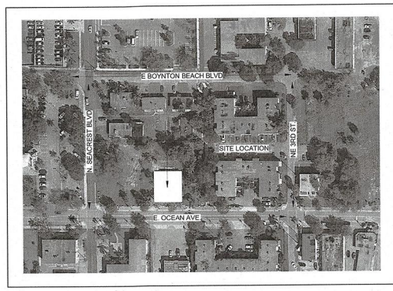
CONCEPTUAL DESIGN PLANS

(Note: Site plan to be inserted as pdf for clarity)

DRAFT

PURCHASER's Initials: _____
SELLER's Initials: _____





Location Map

NTS

LOCATION: -BOYNTON BEACH, FL

PROPERTY CONTROL NUMBER:

-08-43-45-28-03-004-0130

Landscape Principles for Site Development:

Preserve Large Trees in Front and back of property.

Relocate Palms as able.

Large Shrubs and Palms to Screen Structures.

Fencing for Security.

Use flowering native shrubs.

Tropical look with mixed textures.

Call 48 hours before you dig

It's the law! 1-800-432-4770

sunshine state one call of florida, inc.

GRAPHIC SCALE 0 5 10 20 30 — 1" = 10'

BY	DATE	REVISIONS
		FILE NAME: 9616SITE

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

211 EAST OCEAN AVENUE
LANDSCAPE PLAN
BOYNTON BEACH FLORIDA

DATE	07/30/21
DRAWN BY	GAH
F.B./PG.	--
SCALE	1/20

SUBMITTED BY-

G. ALLAN HENDRICKS
LANDSCAPE ARCHITECT
No. LA6666974
STATE OF FLORIDA
-FOR THE FIRM-
DATE Aug 31, 2021

JOB # 9603
SHT.NO.
LP-1
OF 1 SHEETS

A P P R A I S A L R E P O R T

MULTI-FAMILY PROPERTY
211 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA 33435

by

Vance Real Estate Service
7481 Northwest Fourth Street
Plantation, Florida 33317-2204

for

Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue
Boynton Beach, FL 33435

December 8, 2021

December 8, 2021

Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue
Boynton Beach, FL 33435

RE: Multi-family residential property, 211 East Ocean Avenue, Boynton Beach, FL 33435
(Legal description is in the report.)

Ladies and Gentlemen:

In fulfillment of our agreement, we transmit our Appraisal Report, in which we develop an opinion of market value for the fee simple estate in the referenced real property as of December 8, 2021. The report sets forth our value conclusion, along with data and reasoning supporting our opinion.

This report was prepared for and our professional fee billed to Boynton Beach Community Redevelopment Agency. Our analyses have been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP 2020-2022). This report is for exclusive use of the client for possible disposition of the appraised property.

Jesse B. Vance, Jr. and Claudia Vance visited the property. If you have questions or further needs, please contact the undersigned.

As a result of our analyses, we have developed the following opinion of the market value of the appraised property, subject to definitions, certifications, and limiting conditions set forth in the attached report.

EIGHT HUNDRED NINETY-THREE THOUSAND DOLLARS
$893,000

(THIS LETTER MUST REMAIN ATTACHED TO THE REPORT WITH SEVENTY-TWO (72) NUMBERED PAGES FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID.)

Respectfully submitted,

Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser RZ-85

Claudia Vance, MAI
State-Certified General Real Estate Appraiser RZ-173

MBA in REAL ESTATE DEVELOPMENT & MANAGEMENT

7481 Northwest 4th Street, Plantation, FL 33317-2204 954/583-2116

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INTRODUCTION

Looking West on Ocean Boulevard

Looking East on Ocean Boulevard

Looking NW @ Subject Building

Looking North @ Building South Elevation

Property I.D. Sign

Looking @ NW Building Elevation

Staircase to 2nd Floor

Living area on 1st Floor

PHOTOS OF THE VALUED PROPERTY AT 211 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA

First Floor Living Area

First Floor Kitchen

Vacant Land to West

Vacant Land to North

West Building Elevation

NW Building Elevation

Looking East @ Back Yard

Looking East @ 20’ Public Alley

Front Driveway Entrance

South (front) Building Elevation

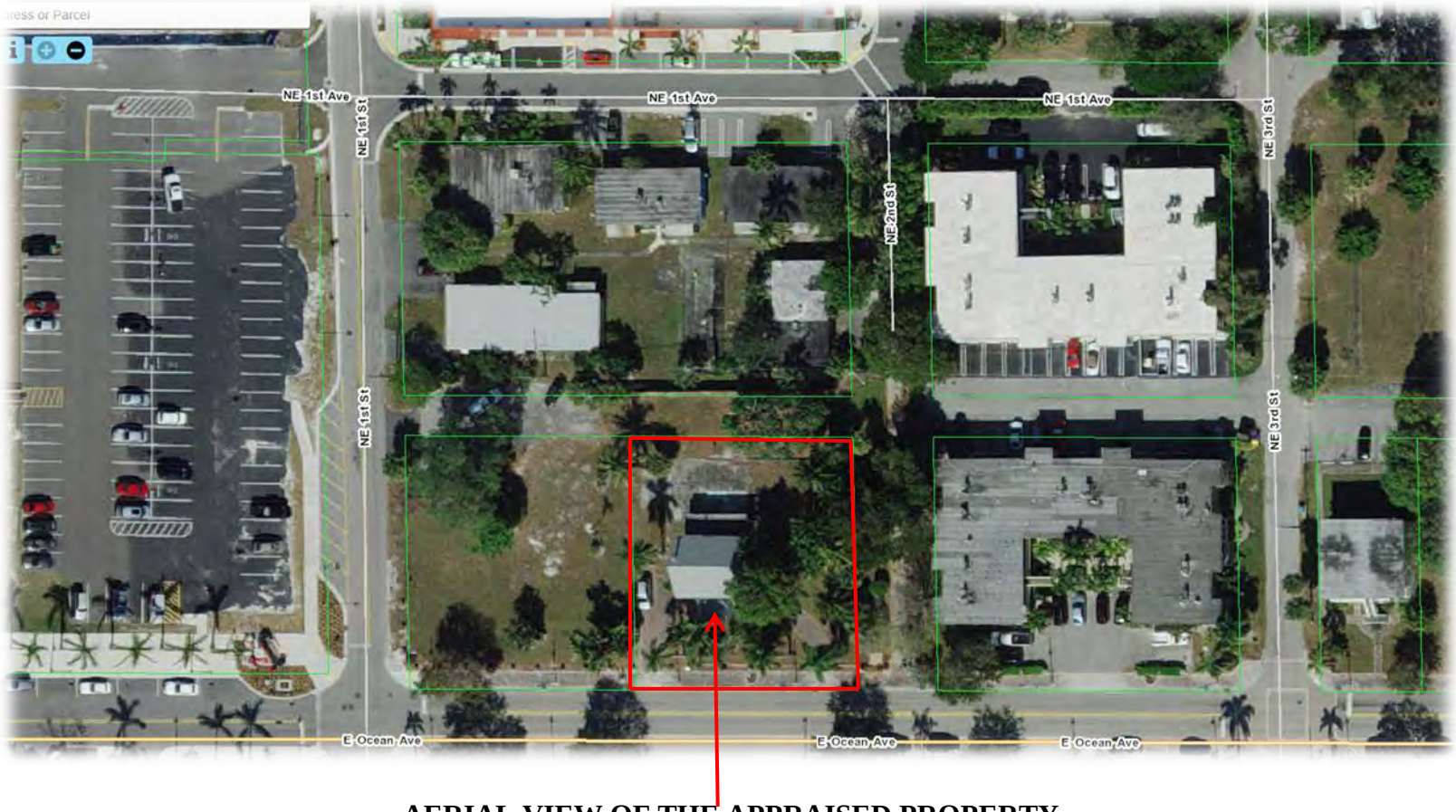
East Driveway

Building Dry Rot

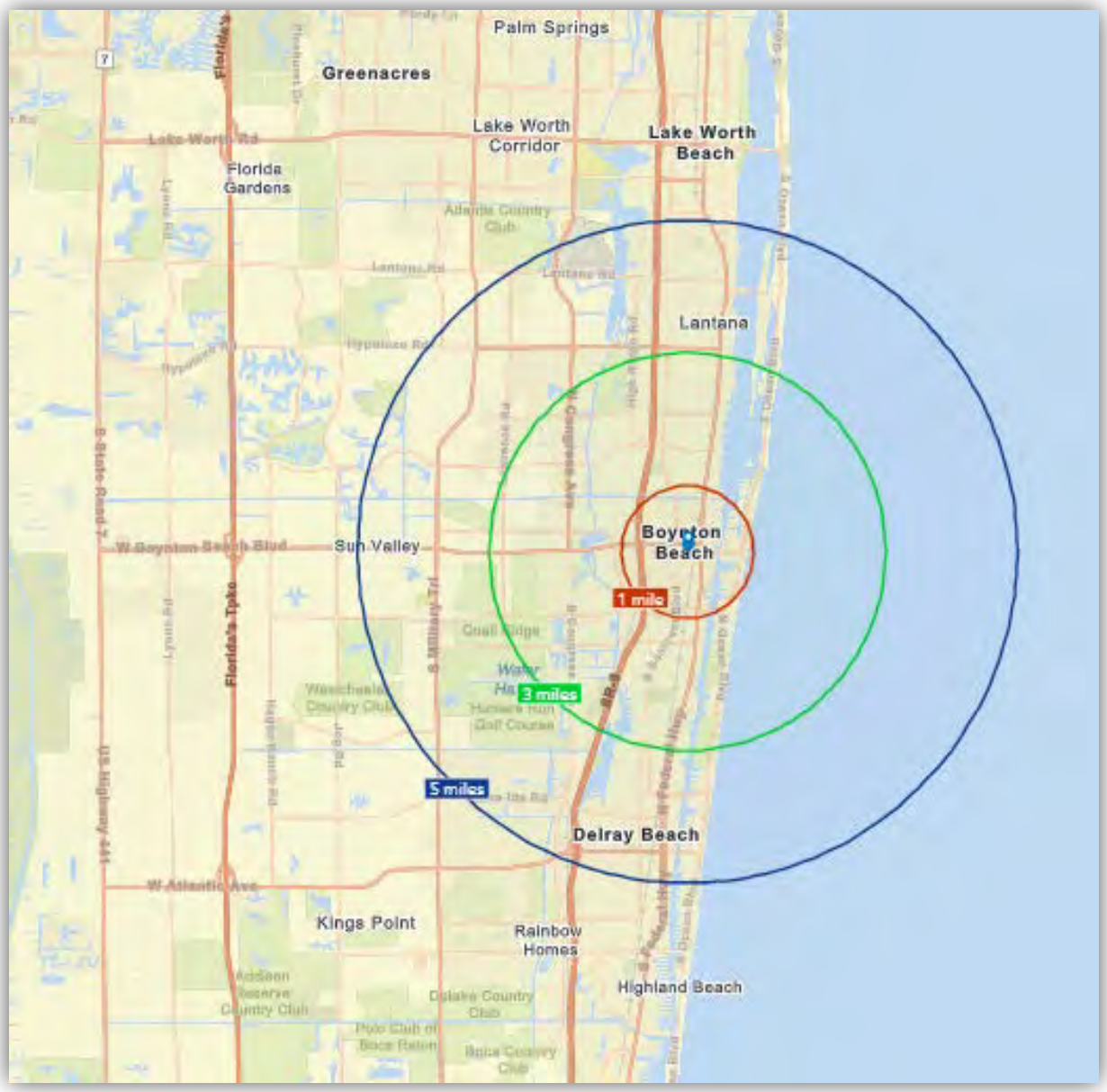
Building Dry Rot

Looking South on NE 2nd Street Walkway

Looking North on NE 2nd Street Walkway



AERIAL VIEW OF THE APPRAISED PROPERTY
211 EAST OCEAN AVENUE
BOYNTON BEACH, FL



1-3-5 Mile Radii from the Valued Real Property
211 E. Ocean Avenue
Boynton Beach, Florida

Demographics

VANCE REAL ESTATE SERVICE
211 E Ocean Ave, Boynton Beach, Florida, 33435
Rings: 1, 3, 5 mile radii

Latitude: 26.52735
Longitude: -80.06155

	1 mile	3 miles	5 miles
Population			
2000 Population	12,132	66,950	157,951
2010 Population	12,478	75,214	175,349
2021 Population	14,609	84,038	193,776
2026 Population	16,377	90,279	205,424
2000-2010 Annual Rate	0.28%	1.17%	1.05%
2010-2021 Annual Rate	1.41%	0.99%	0.89%
2021-2026 Annual Rate	2.31%	1.44%	1.17%
2021 Male Population	49.1%	47.8%	47.7%
2021 Female Population	50.9%	52.2%	52.3%
2021 Median Age	42.5	45.1	47.9

In the identified area, the current year population is 193,776. In 2010, the Census count in the area was 175,349. The rate of change since 2010 was 0.89% annually. The five-year projection for the population in the area is 205,424 representing a change of 1.17% annually from 2021 to 2026. Currently, the population is 47.7% male and 52.3% female.

Median Age

The median age in this area is 42.5, compared to U.S. median age of 38.5.

Race and Ethnicity			
2021 White Alone	47.6%	59.2%	63.5%
2021 Black Alone	44.7%	31.9%	27.1%
2021 American Indian/Alaska Native Alone	0.3%	0.3%	0.3%
2021 Asian Alone	1.2%	1.9%	2.3%
2021 Pacific Islander Alone	0.0%	0.0%	0.0%
2021 Other Race	3.5%	3.8%	4.0%
2021 Two or More Races	2.7%	2.8%	2.7%
2021 Hispanic Origin (Any Race)	15.5%	18.3%	18.6%

Persons of Hispanic origin represent 18.6% of the population in the identified area compared to 18.9% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 66.7 in the identified area, compared to 65.4 for the U.S. as a whole.

Households			
2021 Wealth Index	76	88	105
2000 Households	4,738	29,278	69,214
2010 Households	4,899	32,453	75,873
2021 Total Households	5,849	36,311	83,437
2026 Total Households	6,627	39,078	88,410
2000-2010 Annual Rate	0.33%	1.03%	0.92%
2010-2021 Annual Rate	1.59%	1.00%	0.85%
2021-2026 Annual Rate	2.53%	1.48%	1.16%
2021 Average Household Size	2.49	2.28	2.30

The household count in this area has changed from 75,873 in 2010 to 83,437 in the current year, a change of 0.85% annually. The five-year projection of households is 88,410, a change of 1.16% annually from the current year total. Average household size is currently 2.30, compared to 2.29 in the year 2010. The number of families in the current year is 47,618 in the specified area.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026. Esri converted Census 2000 data into 2010 geography.

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	1 mile	3 miles	5 miles
Mortgage Income			
2021 Percent of Income for Mortgage	22.3%	19.7%	19.9%
Median Household Income			
2021 Median Household Income	$52,691	$57,537	$60,291
2026 Median Household Income	$58,974	$64,914	$69,065
2021-2026 Annual Rate	2.28%	2.44%	2.75%
Average Household Income			
2021 Average Household Income	$76,653	$81,566	$88,118
2026 Average Household Income	$88,315	$93,187	$100,954
2021-2026 Annual Rate	2.87%	2.70%	2.76%
Per Capita Income			
2021 Per Capita Income	$31,501	$35,328	$37,977
2026 Per Capita Income	$36,587	$40,423	$43,483
2021-2026 Annual Rate	3.04%	2.73%	2.74%
Households by Income			

Current median household income is $60,291 in the area, compared to $64,730 for all U.S. households. Median household income is projected to be $69,065 in five years, compared to $72,932 for all U.S. households

Current average household income is $88,118 in this area, compared to $90,054 for all U.S. households. Average household income is projected to be $100,954 in five years, compared to $103,679 for all U.S. households

Current per capita income is $37,977 in the area, compared to the U.S. per capita income of $34,136. The per capita income is projected to be $43,483 in five years, compared to $39,378 for all U.S. households

Housing			
2021 Housing Affordability Index	105	116	114
2000 Total Housing Units	5,831	35,236	82,628
2000 Owner Occupied Housing Units	3,129	21,092	52,481
2000 Renter Occupied Housing Units	1,609	8,185	16,733
2000 Vacant Housing Units	1,093	5,959	13,414
2010 Total Housing Units	6,680	41,412	94,498
2010 Owner Occupied Housing Units	2,913	20,793	53,358
2010 Renter Occupied Housing Units	1,986	11,660	22,515
2010 Vacant Housing Units	1,781	8,959	18,625
2021 Total Housing Units	7,800	45,135	101,591
2021 Owner Occupied Housing Units	3,202	21,181	54,424
2021 Renter Occupied Housing Units	2,647	15,130	29,013
2021 Vacant Housing Units	1,951	8,824	18,154
2026 Total Housing Units	8,660	48,113	106,817
2026 Owner Occupied Housing Units	3,391	22,308	57,082
2026 Renter Occupied Housing Units	3,236	16,770	31,328
2026 Vacant Housing Units	2,033	9,035	18,407

Currently, 53.6% of the 101,591 housing units in the area are owner occupied; 28.6%, renter occupied; and 17.9% are vacant. Currently, in the U.S., 57.3% of the housing units in the area are owner occupied; 31.2% are renter occupied; and 11.5% are vacant. In 2010, there were 94,498 housing units in the area - 56.5% owner occupied, 23.8% renter occupied, and 19.7% vacant. The annual rate of change in housing units since 2010 is 3.27%. Median home value in the area is $286,649, compared to a median home value of $264,021 for the U.S. In five years, median value is projected to change by 2.41% annually to $322,884.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026. Esri converted Census 2000 data into 2010 geography.

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SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon is based on the instrument of record.
4. No underground improvements were located.
5. Bearings shown hereon are assumed based on the center line of N.E. 3rd Street having a bearing of N00°00'00"E.
6. Elevations shown hereon are in feet and based on the National Geodetic Vertical Datum of 1929 (NGVD 1929).
7. Benchmark Description: A closed loop between Palm Beach County Engineering Benchmarks "JARAY" (Elevation = 18.643 feet) and "B 25" (Elevation = 19.949 feet).
8. The entire property described hereon lies within Flood Zone C, Community Panel No. 120196 0003 C, dated 09/30/1982.
9. The species of trees as shown hereon were identified to the best of knowledge and ability of the surveyor, without the benefit of an arborist or biologist. It is the responsibility of the end user to verify the identity of the species.
10. Abbreviation Legend: BLDG. = Building; B.M. = Benchmark; C =Calculated; ℄ = Centerline; C.B.S. = Concrete, Block & Stucco; C.L.F. = Chain link Fence; CONC. = Concrete; EL. = Elevation; ELEC. = Electric; FD. = Found; F.F. = Finished Floor; ID. = Identification; I.P. = Iron Pipe; I.R. = Iron Rod; L.B. = Licensed Business; MS = Measured; N/TT = Nail & Tin Tab; O.R.B. = Official Records Book; OW = Overhead Wires; P = Per Plat; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; R.L.S. = Registered Land Surveyor; R/W = Right-of- Way; TYP. = Typical; W/ = With; W/CAP = With Surveyors Cap;

LEGEND		TREE LEGEND	
◆	BENCHMARK		BLACK OLIVE
•	BOLLARD (UNLESS NOTED)		FICUS
▥	CATCH BASIN		MANGO
(E)	ELECTRIC SERVICE BOX		OAK
+ 6.94	EXISTING ELEVATION		PALM
	FIRE HYDRANT		PINE
◉	FLAG POLE		SCHEFFLERA / UMBRELLA
Ⓖ	GAS MANHOLE		UNKNOWN SPECIES
	METAL LIGHT POLE	12"	DENOTES 12" DIAMETER TRUNK (TYPICAL)
	OVERHEAD WIRES		
Ⓢ	SANITARY MANHOLE		
Ⓣ	TELEPHONE SERVICE BOX		
Ⓦ	WATER METER		
Ⓦ	WELL		
●	WOOD UTILITY POLE		

LAND DESCRIPTION:

Lots 13 and 14, Block 4, ORIGINAL TOWN OF BOYNTON BEACH, according to the Plat thereof as recorded in Plat Book 1, Page 23 of the Public Records of Palm Beach County, Florida.

Said lands situate in the City of Boynton Beach, Palm Beach County, Florida and containing 13,936 square feet (0.32 acres) more or less.

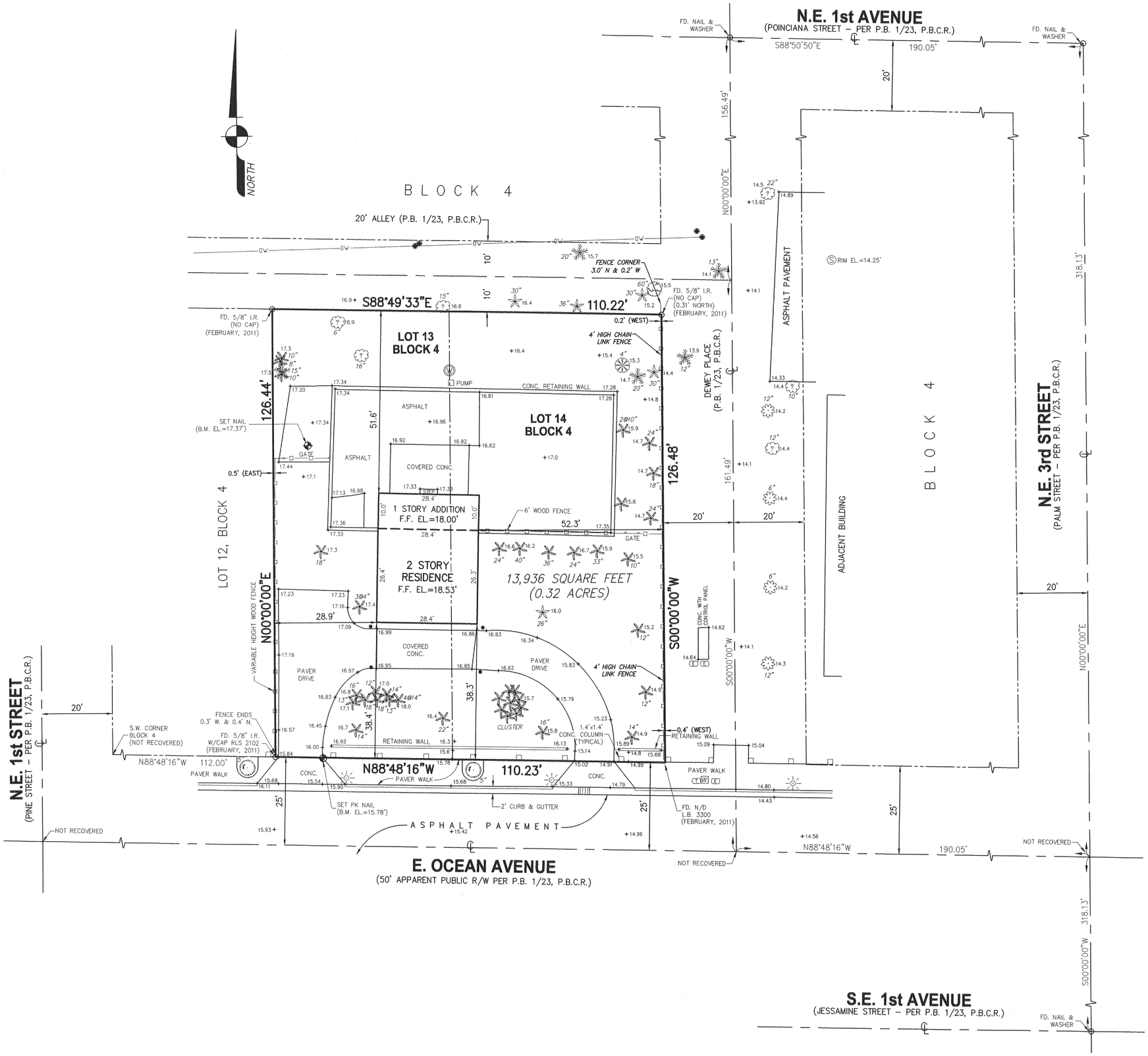
CERTIFICATION:

TO: Boynton Beach CRA

I HEREBY CERTIFY that the attached Boundary & Topographic Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary & Topographic Survey meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. There are no above ground encroachments other than those shown hereon, subject to the qualifications noted hereon.

Date: 2/04/11

MICHAEL D. AVIROM, P.L.S.
Florida Registration No. 3268
AVIROM & ASSOCIATES, INC.
L.B. No. 3300



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
www.AVIROM-SURVEY.com

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REVISIONS	DATE	F.B. / PG.	BY	CK'D
FIELD UPDATE SURVEY, ADD FENCE EAST PROPERTY LINE	02/03/2011	1484/65	W.R.E.	M.D.A.

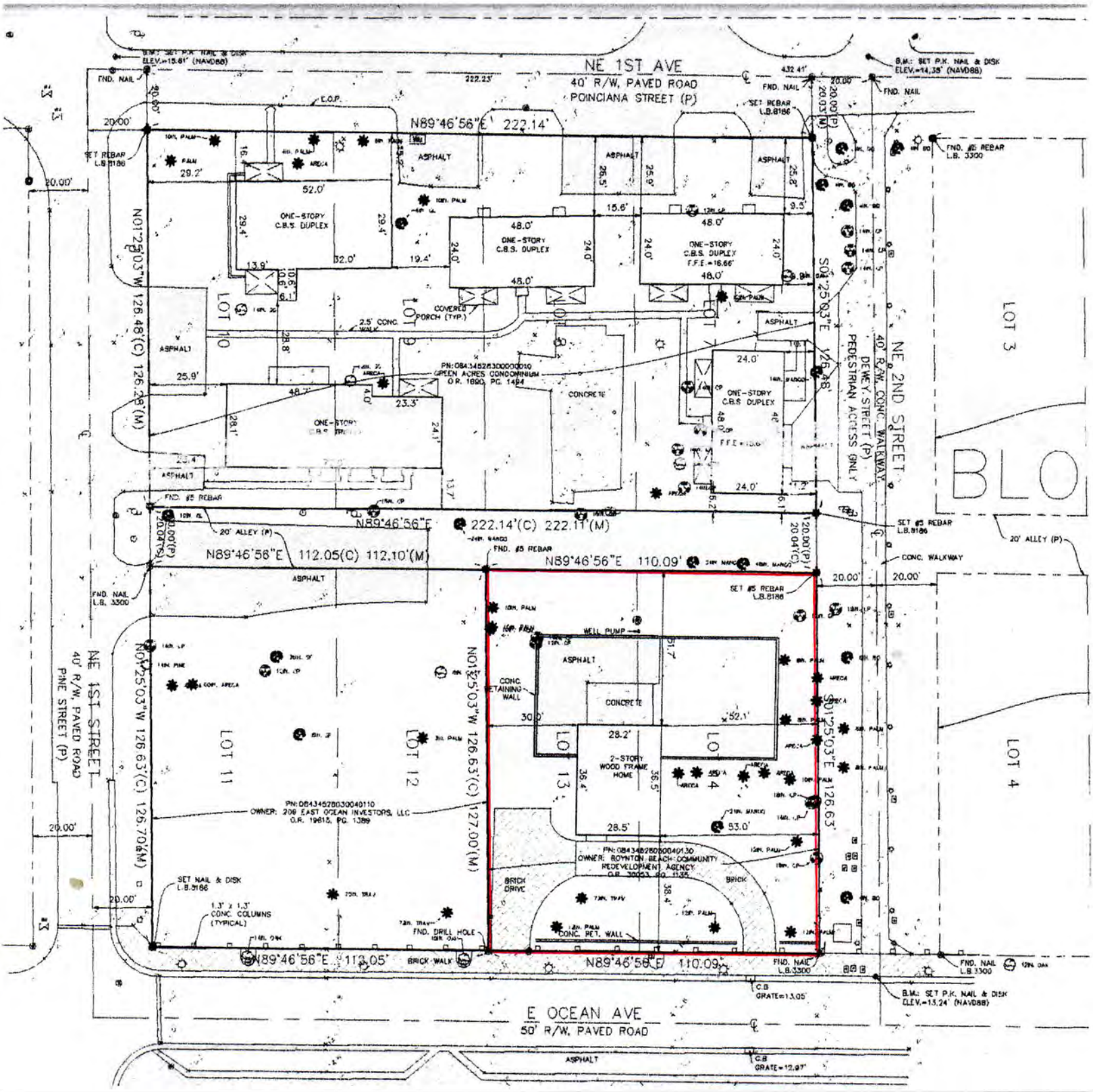
REVISIONS	DATE	F.B. / PG.	BY	CK'D

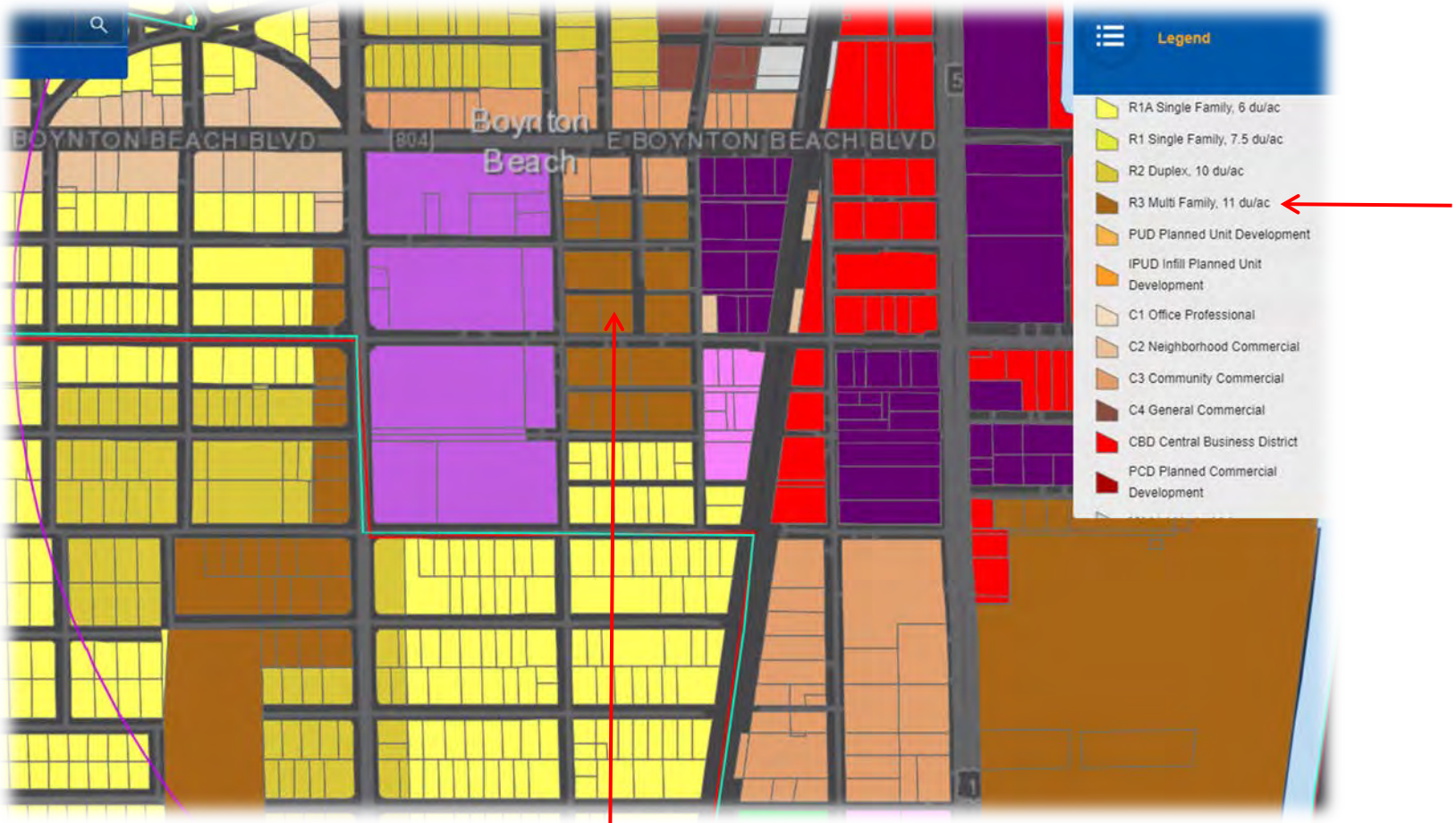
BOUNDARY & TOPOGRAPHIC SURVEY

LOTS 13 & 14
BLOCK 4
ORIGINAL TOWN OF BOYNTON BEACH
(PLAT BOOK 1, PAGE 23, P.B.C.R.)
CITY OF BOYNTON BEACH
PALM BEACH COUNTY, FLORIDA

JOB NO.	8492
SCALE	1" = 20'
DATE	09/19/2008
BY	M.M.K.
CK'D.	M.D.A.
F.B.	1484 PG. 1-9
SHEET	1 OF 1

EXCERPT FROM THE BOUNDARY SURVEY
OF THE BLOCK WHERE THE APPRAISED PROPERTY IS LOCATED
BLOCK 4, TOWN OF BOYNTON, PLAT BOOK 1, PAGE 23, PALM BEACH COUNTY, FL





ZONING MAP
BOYNTON BEACH, FL

APPRAISED PROPERTY

FUTURE LAND USE MAP
BOYNTON BEACH, FL

D. District Plans

Recommendations: Land Use

The predominant existing future land use designation within the Cultural District is Public & Private Governmental/ Institutional. This designation covers 16.5 acres and includes the blocks of City Hall, the library, etc. Other future land use designations are High-Density Residential, Local Retail Commercial and Low Density Residential.

In order to encourage redevelopment of this district into an active, economically viable area, the proposed land use designation and zoning changes are proposed:

- Change entire district to Mixed-Use Medium land use designation
- Create an overlay district for Ocean Avenue to control height at street frontage, building setback, uses, etc.

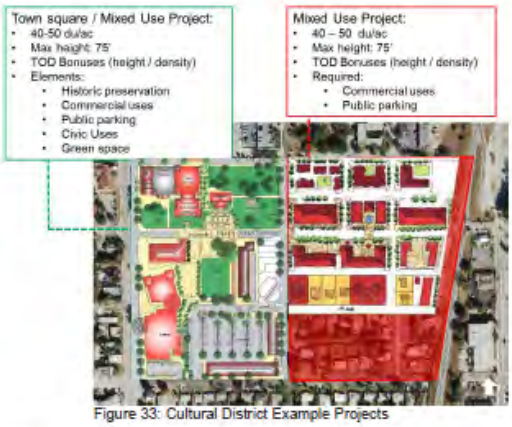


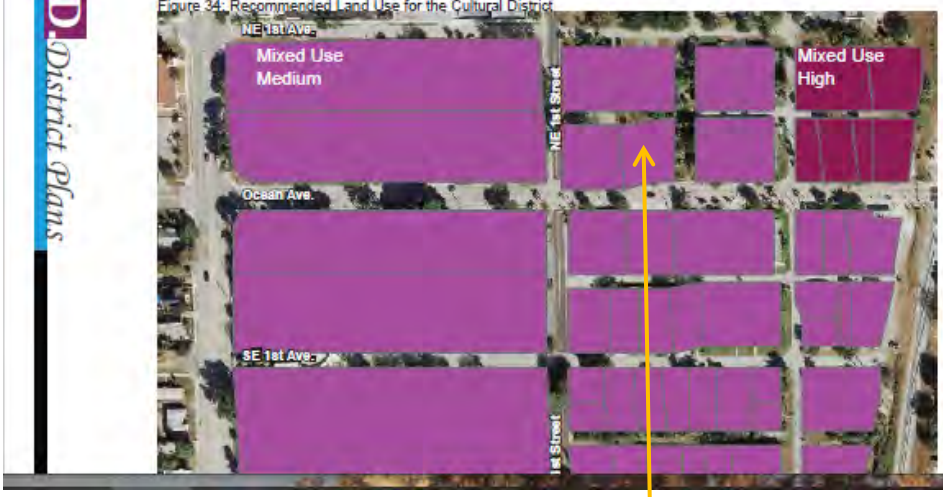
Figure 33: Cultural District Example Projects

Table 4: Recommended Future Land Use (FLU) Classifications within the Cultural District

LAND USE	DENSITY	CORRESPONDING ZONING	DENSITY CAP*	MAX HEIGHT
Mixed-Use High	80	MU Core	80	150'
		MU-4	60	100'
Mixed-Use Medium	50	MU-3	50	75'
		MU-2	40	65'

*Properties located within the TOD may recieve a 25% density bonus

Figure 34: Recommended Land Use for the Cultural District



APPRAISED PROPERTY

BOYTON BEACHY COMMUNITY REDEVELOPMENT AGENCY

RECOMMENDED FUTURE LAND USE

CULTURAL DISTRICT: MIXED USE MEDIUM DENSITY MU-2, MU-3

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY APPRAISED:	Multi-family zoned property 211 East Ocean Boulevard Boynton Beach, FL 33435
OWNERSHIP:	Boynton Beach Community Redevelopment Agency 100 East Ocean Avenue Boynton Beach, FL 33435
LAND AREA:	13,739 square feet or 0.3154 of an acre
BUILDING IMPROVEMENTS:	Two-story structure constructed in 1919 for a residence. Tax roll currently classifies it as a restaurant containing 1,736 square feet. The building is unoccupied with no functioning utility service. The building is of local historical significance identified as the Oscar Magnuson House.
CURRENT ZONING:	"R-3", Multi-family Residential District in the city of Boynton Beach (11 dwellings/ acre)
LAND USE:	"LRC", Local Retail Commercial
Boynton Beach Community Redevelopment Agency recommended future land use:	"MU-2", Mixed Use, 40 units/ acre, 0.75 of an acre minimum land size "MU-3", Mixed Use 50 units per acre, 1.00 acre minimum land size
APPRAISAL PURPOSE:	To develop an opinion of market value
INTEREST APPRAISED:	Fee simple
CURRENT USE:	Land with an old structure
HIGHEST AND BEST USE:	As vacant: Assemble the site with the other two parcels in the same block, vacate the 20 foot east-west alley to have 1.39 acres of land, change the land use and zoning to a mixed-use designation and improve it with a mixed-use permitted in the new district. As improved: Further study of the structure to evaluate its historical significance considering its current depreciated condition and alternations over the last century to determine the possibility of restoration or demolition and removal. An opinion of value is not developed for the depreciated structure in this appraisal.

VALUE BY THE SALES COMPARISON APPROACH:

13,739 square feet x $65.00 per square foot = $893,000
EIGHT HUNDRED NINETY-THREE THOUSAND DOLLARS

VALUATION DATE: **December 8, 2021**

Exposure Time: 9-12 months prior to selling at the appraised value.

Marketing Time: 9-12 months immediately following the effective date of appraisal during which time the subject property should sell at the appraised value.

DESCRIPTIONS, ANALYSES, CONCLUSIONS

APPRAISAL REPORT

This is an APPRAISAL REPORT that complies with Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP 2020 - 2022)

2-2(a)(i) State the identity of the client;

The client and intended user of this report is the Boynton Beach Community Redevelopment Agency.

2-2(a)(ii) State the identity of any other intended users by name or type;
None

2-2(a)(iii) State the intended use of the appraisal;

The intended use of the appraisal is for possible disposition of the appraised property.

2-2(a)(iv) Contain information, documentation, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic property characteristics relevant to the assignment;

Ownership:	Boynton Beach Community Redevelopment Agency 100 East Ocean Avenue Boynton Beach, FL 33435
Property Address:	211 East Ocean Avenue Boynton Beach, FL 33435
Legal Description:	Lot 13 & 14, Block 4, ORIGINAL TOWN OF BOYNTON, Plat Book 1, page 23, Palm Beach County, FL
Census Tract No.	62.01

Real Estate Tax: Parcel Control Number: 08 43 45 28 03 004 0130

Land Value:	$180,118
Improvement Value:	53,343
Total Value:	$233,461
Assessed Value:	$233,461
Ad Valorem Tax:	$ - 0 -
Non-ad Valorem Tax:	178
Total Tax	$ 178

The appraised property is exempt from taxation because it is owned by a governmental agency. Therefore, no real estate tax is paid by the property owner.

When a property is exempt from taxation, the market value assigned to it by the county appraiser may not be current or accurate. The appraised value of the property in this report is $893,000, greater than the market value ascribed by the county property appraiser. The appraised value is based on current sales of similar properties.

Flood Zone: Zone "X", according to Map Number 12099C0793F. Zone "X" is not in a Special Flood Hazard Area.

Market Area Description:

Boundaries and Market Composition & Transportation Infrastructure

The general market area is the City of Boynton Beach in eastern-central Palm Beach County. Population of the city is about 79,000 residents; land area of the municipality is about 16 square miles situated between Delray Beach on the south and Lake Worth on the north. The town was named for an early developer, Nathan Boynton, a former major in the Union Army in the Civil War. The city was founded in 1898 and incorporated in 1920.

Most of the original buildings were destroyed in the hurricane of 1926, though a few remain. Those few which were constructed in the early 1920s that are still in use have had repairs and replacements over the decades changing their historical significance. Time and economic trends take a toll on properties; thus, in 1984 a redevelopment plan was adopted for the Community Redevelopment Area (CRA) in the city. It covers 1,650 acres in the central part of the municipality west of the Intracoastal Waterway.

Agriculture and farming had been important activities in past centuries in Boynton Beach. Commerce came to the area when Henry Flagler extended the Florida East Coast Railway from West Palm Beach to Miami in 1896. The railroad was the main mode of transportation to bring visitors and manufactured products to the town as well as transporting produce grown in the vicinity out of the area to other cities in the southeastern United States. Freight trains still run through the subject market area on the FEC tracts.

Higher speed, passenger Brightline train runs along the FEC tract, but does not stop in Boynton Beach. There are three depots with one in downtown Miami, one in downtown Fort Lauderdale and the third in downtown West Palm Beach. Boca Raton, Palm Beach County, and Aventura and the Port of Miami, Miami-Dade County will be the next depots. In the future, there may be commuter rail service along the FEC tracks with a station in downtown Boynton Beach; however, no plans have been announced.

The subject market area is comprised of the Boynton Beach Boulevard CRA district encompassing the Cultural District, Boynton Beach Boulevard corridor, the Downtown CRA District with the following general boundaries of Interstate 95 on the west, Federal Highway and the Intracoastal Waterway on the east, Northeast 3st Avenue to the north and Southeast 2 Avenue on the south. Federal Highway CRA North and South Districts flank subject market area, with one district blending into the next.

Federal Highway is the main north-south artery through the Downtown District. It is also known as US Highway 1 and is the main north-south artery through eastern Palm Beach County and extends along the eastern seaboard of the United States. Heavily trafficked Federal Highway is a catalyst to redevelopment of the market area, with over 2,300 residential dwelling units in five projects either built or planned.

Highway beautification projects enhanced the aesthetics of the market area. Individual properties on the east and west side of the highway have shallow depths, inhibiting redevelopment of the sites with larger commercial projects. Assemblages of adjacent properties and rezoning to mixed use will continue to facilitate revitalization of the subject market area.

Primary east-west artery is Boynton Beach Boulevard, with Ocean Avenue to the south as a secondary thoroughfare. Boynton Beach Boulevard is the principal east-west artery in city, having interchanges with Interstate 95 and Florida's Turnpike. Boynton Beach Boulevard commences in the east at US Highway 1, just to the east of the FEC Railroad. The boulevard continues west through Palm Beach County to its terminus at State Road 7/ U S Highway 441.

Ocean Avenue, in the Cultural District of the CRA, is an upgraded streetscape of wide sidewalks covered with pavers, lighting, kinetic sculptures, and bollards. Ocean Avenue continues east of the Cultural District with a drawbridge over the Intracoastal Waterway, reaching Ocean Boulevard and the Atlantic Ocean. Ocean Avenue extends west through Boynton Beach, with an interruption at Interstate 95. The subject market area is easily accessible by main roads and Interstate 95.

To the northwest of the Downtown District and the Federal Highway North District is the Heart of Boynton District where the CRA has concentrated funds and effort into revitalizing the area with new housing options and upgraded streetscapes. The CRA has purchased numerous smaller properties to assemble larger sites for redevelopment of mixed use projects.

Population Trends

The demographic survey in the beginning of the report of 1, 3, and 5 mile radial circles from the appraised property shows the median household income for 2021 in the one-mile radius is $52,691, for three miles it is $57,537, and $60,291 for the five mile circle. Median household income for Palm Beach County is $63,300. In the one-mile circle, population is 14,609. In three miles, population increases to 84,038; at five miles, it is 193,776. However, about 40% of the three and five mile circles are over the Atlantic Ocean and waterways.

Annual growth rate in the one-mile circle for the next five years is anticipated to be high at 2,31% with new multi-family residential complexes being constructed in central Boynton Beach. Annual growth rate in the three and five mile circles is more in the typical range of 1.44% to 1.17%. 54% of the housing units are owner occupied, with 29% rented. This percentage of renters is high for Palm Beach County because there are numerous multi-family dwellings in this vicinity. Vacancy is reported to be 17%; however, this amount is elevated due to the undercount of the other two categories as some residents are seasonal and not counted. Median home value in the five-mile area is $286,649 including the highly priced homes fronting the Atlantic Ocean and Intracoastal Waterway, compared to median home value of $264,021 in the United States.

Economic Trends

In South Florida, as in the rest of the United States, real estate prices climbed from 2003-2006. In 2007-2008, concerns were expressed about an unsustainable upward price trend in the market. Then, the economic collapse came in fall of 2008 along with the crash in real estate prices. In 2009, there were very few sales of any type of real estate. By 2010, it appeared that the worst was over. Cash buyers started making purchases. From 2013 to present, sales activity and prices recuperated. The upswing in prices is due in part to scarcity of developable land, especially in the eastern part of the county. Properties are back to pre-crash prices.

The life cycle stage of the market area is revitalization, a period of renewal, modernization, and increasing demand. The catalyst of the revitalization was 500 Ocean fronting Federal Highway, consisting of 341 residential units, 20,000 square feet of retail space and 6,000 square feet of office. Several other mixed-use projects are planned along Federal Highway. Ocean One at 114 N Federal Highway is planned for 358 apartments, 12,075 square feet of retail, 120 hotel rooms, and 439 parking spaces. Hyperion Group is working with the Davis Camalier to bring the project to fruition.

The Villages at East Ocean Avenue were approved for 371 dwelling units, 15,757 square feet of commercial space, plaza, 644-space parking garage, et cetera; however, the project does not appear to be moving forward.

Boynton Beach Community Redevelopment Agency (CRA) accepted the proposal from Affiliated Development from five submissions to build a mixed-use project at 115 North Federal Highway. The CRA had purchased the property when improved with a church and subsequently demolished it. The size of the land offered by the CRA is 2.28 acres, including parking lots and the recent purchase of 508 East Boynton Beach Boulevard, described as Land Sale 5 in this appraisal. There are other surrounding privately owned parcels around the project which could be purchased for enlargement. Details of the land purchase by Affiliated Development are to be finalized. The proposed project would be called the Pierce, for the legendary Barefoot Mailman, Charlie Pierce. Project size would be 236 apartments, 16,800 square feet of restaurant, retail and office, and 600 space parking garage. 118 of the apartments would be for workforce housing units for tenants with incomes of 60% to 80% of the median area income of $57,563 of the area, 53 at 80% to 100% of area median income, and 56 at 100% to 120% of median area income.

Boynton Beach CRA will purchase the property at 511-529 East Ocean Avenue where Hurricane Alley Raw Bar & Restaurant is located. This property consists of three buildings on a site of 17,903 square feet. Future plans for the property have not been revealed. It is in the block to the south of 115 North Federal Highway where the Pierce will be constructed.

A large redevelopment site is under contract to be purchase located on the east side of Federal Highway at SE 1 Avenue, Boynton Beach, identified in the appraisal as Land Sale 6. The 2.76 acres of land is an assemblage of 10 properties to be sold from private owners to a private buyer. Issues to be addressed are the demolition of existing buildings, unity of title, right-of-way abandonment, density of dwelling units, change of zoning, et cetera. The time and cost of these issues are the burden of the buyer, being handled during the contract period of one year. This project will be called The Legacy at Boynton Beach with 274 dwelling units and 12,422 square feet of commercial space on the ground floor. This property is an example of an assemblage of land already made and presented to the market organized for the aforementioned changes required to build on the site. The assemblage reduced the time and cost to deal with numerous owners. It is of sufficient size to be a substantial project. Even with all of that, the contract for purchase was signed a year ago.

Town Square, a major redevelopment project to the west of Federal Highway covers three blocks from the south side of Boynton Beach Boulevard south to SE 2 Avenue, encompassing 16.5 acres of land. The north section covers the area of the old city hall and police station which were demolished and removed.

The project is planned for the construction of the following:

- North parcel – 225 residential units, 120 hotel rooms, 65,000 square feet of office/ retail space and 927 space parking garage
- Middle parcel – 200 residential units, 18,887 square feet of retail space
- South parcel – 280 residential units, 820 space parking garage, 4,000 public space

As of the writing of this report, there are no structures on the north parcel fronting Boynton Beach Boulevard. The existing structure is on the middle parcel; however, no new building on the east side. The new city hall is completed on the west side of the south parcel, along with an outside venue; although, there are no residential units or parking garage. Reportedly, the cause of the construction delay is a dispute about the parking garages. To the east of the north parcel is the new Boynton Beach Rescue Services building.

Boynton Beach Community Redevelopment Agency activity in the Boynton Beach Boulevard District includes the purchase of 209 N Seacrest Boulevard which is a two-story commercial building that was leased to the city and used for the Boynton Beach Utility Customer Service facility and the Police substation. The purchase price was $1,400,000, closed in October, 2020. The adjacent property to the north at 217 N Seacrest Boulevard is currently leased to the United States Postal Service, with a one-story building and large parking lot for postal vehicles. The north side of the property fronts Boynton Beach Boulevard. BB CRA will purchase the property for $1,600,000 or $40.52 per square foot of land, with a closing projected for February, 2023 when the lease terminates. Purchases of these two properties are examples of the BB CRA pursuing assemblages to amass land which can be redeveloped into larger mixed use facilities as planned for the Boynton Beach Boulevard corridor.

BB CRA acquired 401-411 East Boynton Beach Boulevard in February, 2021 for $917,000, described in this appraisal as Land Sale 4. Subsequent to the purchase, BB CRA had the improvements on the two eastern lots demolished and removed. The building on the west end remains for the present time with a possible lease to a seafood sales establishment.

Conclusion

The town's redevelopment goal is to transform Boynton Beach from a retirement community to a vibrant city where residents can enjoy living and working in an attractive setting. Boynton Beach Community Redevelopment Agency is instrumental in the renaissance of the city. The transformation of the area is in progress.

Development of real estate takes time and the right market conditions which have been positive. Progress and completion of projects convey confidence that revitalization will continue to occur. Price trend for real estate in the subject market area will continue to climb as the demand for new commercial space and mixed-use projects is strong.

Current Land Use: Local Retail Commercial (LRC)

Recommended Land Use: **"MU-2",** Mixed Use, medium intensity, 40 dwelling units per acre with a possible 20% bonus for being in the Transit Oriented Development District, maximum height 65 feet. "MU-2", Mixed Use, medium intensity, requires 0.75 of an acre of land and 100 feet of frontage.
Or, **"MU-3",** Mixed Use, medium intensity, 50 dwelling units per acre with a possible 20% bonus for being in the Transit Oriented Development District, maximum height 75 feet. "MU-3", Mixed Use, medium intensity, requires 1.00 acre of land and 150 feet of frontage.

CRA District: Cultural District

Current Zoning: "R-3", Multi-family Residential District in the city of Boynton Beach. The intent of this district is to implement the medium density future land use classification of "MDR", maximum density of 11dwelling units per acre. Minimum lot area is 4,000 per unit or 20,000 square feet for non-residential use. Minimum lot frontage is 100 feet. Copy of the zoning code is in the Addenda.

Subject land size is 13,739 square feet, substandard for non-residential use in the "R-3" district.
Zoning district of "R-3" and Land Use of "LRC" are not consistent. Recommended land use is either "MU-2" or "MU-3." There is an administrative procedure to change the zoning and current land use to the recommended future land use; however, the property owner has to apply for the change and pay fees. These alterations take time and funds to accomplish.
Further, there is the issue of land size in the new land use districts of either 0.75 of an acre or one acre. The appraised land does not meet these sizes. To have sufficient size for a mixed-use project on the land concerned, assemblage with other two parcels in the block is necessary. When the block is under the same ownership, the 20 foot service road running east-west between all of the sites could possibly be abandoned. Total size of the block, including the alley, would be 1.39 acre and of sufficient size for "MU-3" zoning and land use.

Site Description: The shape of the appraised land is a rectangle. Dimensions and size for the site are from sketch of survey.

North boundary on a service alley:	110.09 feet
East boundary on pedestrian walkway (closed NE 2 Street)	126.63 feet
S boundary on E Ocean Avenue:	110.09 feet
West boundary on adjacent property:	126.63 feet

Land size on the tax roll is 13,739 square feet or 0.3154 acres.

Utilities: All utilities are available to the site; although, they were not in service at the time of inspection.

Access:	The land is accessible by vehicles via East Ocean Avenue, a two-laned secondary road, with sidewalks, streetlights, and on-street parking.
Easements:	Easement are not marked on the sketch of survey; however, utility easements are typically around the perimeter of the site.
Encroachment:	No encroachments noted.

Improvements:

Two-story structure constructed as a residence in 1919. First occupants were the Oscar Magnuson family from Sweden. The building is a wood-frame vernacular house dating from the early settlement days of Boynton Beach. As mentioned, over the years, the building has been reworked for other uses besides a residence, altering the original design and materials. The Palm Beach Property Appraiser lists it as a restaurant, though there is no business at the location now. On the tax roll, the first and second floor sizes are 728 square feet, with a rear first floor section of 280 square feet. Total enclosed size is 1,736 square feet.

Life safety of the building is an issue. One staircase to the second level has no railing. Wood siding on the exterior of the building has dry rot. There is no life safety report to review. Permissible use of the structure in its current condition for purpose is unknown. Further, cost to make the building safe and viable is also unknown.

Placement of the building on the site might inhibit other structures or appurtenances from being placed on the site.

With all of these unknown issues about the building, developing an opinion of value for it at this time would not be creditable. Hence, the contributiory value of the structure is not included in the appraisal.

Environmental Assessment: Phase I Environmental Site Assessment of the property made by Nutting Environmental of Florida found no evidence of recognized environmental conditions on the subject property and did not recommend further assessment activity.

2-2(a)(v) State the real property interest appraised;

A person who owns all the property rights is said to have *fee simple title. A fee simple title implies absolute ownership unencumbered by any other interest or estate.* Partial interests in real estate are created by selling, leasing, et cetera. Partial estates include *leased fee and leasehold estates.*

The interest appraised is fee simple.

2-2(a)(vi) State the type and definition of value and cite the source of the definition;

The purpose of the appraisal is to develop an opinion of the present worth of the fee simple estate of the subject property as of December 8, 2021.

MARKET VALUE: a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. The conditions included in market value definitions establish market perspectives for development of the opinion. These conditions may vary from definition to definition but generally fall into three categories:

1. the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
2. the terms of sale (e.g., cash, cash equivalent, or other terms); and
3. the conditions of sale (e.g., exposure in a competitive market for a reasonable time prior to sale).

Market value appraisals are distinct from appraisals completed for other purposes because market value appraisals are based on a market perspective and on a normal or typical premise. These criteria are illustrated in the following definition of *Market Value**, provided here only as an example.

Market value *means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions as follows.*

1. *buyer and seller are typically motivated;*
2. *both parties are well informed or well advised and acting in what they consider their own best interests;*
3. *a reasonable time is allowed for exposure in the open market;*
4. *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
5. *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

* This example definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the *Interagency Appraisal and Evaluation Guidelines*, dated December, 2010.

Florida Court Definition: "Market Value is the price that a seller willing, but not compelled to sell, and a buyer willing, but not compelled to buy, would agree to in fair negotiations with knowledge of all the facts." [*Source: Fla. Power & Light Co., v. Jennings, 518 So.2d 895 (Fla. 1987)]*

2-2(a)(vii) State the effective date of the appraisal and the date of the report;

A) Effective Date of the Appraisal: December 8, 2021

B) Date of the Report: December 8, 2021

2-2(a)(viii) Summarize the scope of work used to develop the appraisal;

The appraisal problem is to develop an opinion of value of the property based on its highest and best use. The appraisers inspected the property and photographed it. A thorough investigation was made into the physical characteristics of the property that could affect its value. The market area was surveyed to determine its stage of the life cycle. Research was conducted to ascertain economic factors that might influence value. Data research consisted of collecting, confirming, and reporting improved sales and land sales.

APPRAISAL REPORT (continued)

The process included searches and analyses, inspections and confirmations, and final reporting. The appraiser examined several sources of sales data, including CoStar Group, Corelogic, Realquest, Loopnet, Palm Beach County Property Appraiser records, the public records, and data from the appraisers' plant.

2-2(a)(ix) Summarize the extent of any significant real property appraisal assistance;

The two signatory appraisers are the only people involved in the appraisal process.

2-2(a)(x)(1) Summarize the appraisal methods and techniques employed;
(2) State the reasons for excluding any of the valuation approaches;
(3) Summarize the results of analyzing the subject sales, options and listings;
(4) State the value opinion and conclusion
(5) Summarize the information analyzed and the reasoning that supports the analyses, opinions, and conclusions

For Sales Comparison Approach, sales are compared to each other and to the property under appraisement to develop a final opinion of value.

The information analyzed and appraisal method used is detailed in the valuation section of the report. Further, the reasoning that supports the analyses, opinions, and conclusions is explained in the valuation section. The final value conclusion is stated at the end of the Sales Comparison Approach.

The Cost Approach is not used because the building on the site may or may not continue to exist in its current state or altered state. The Income Approach is not employed because small sites like the subject are not typically leased. Exclusion of these approaches to value still produces a creditable report.

SR 1-5 ***When the value opinion to be developed is market value, if such information is available in the normal course of business:***

a) analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal; and

There are no agreements of sale or options of the subject property as of the effective date of the appraisal. The Boynton Beach CRA issued a Request for Proposal (RFP) to the public for projects for the subject property. No asking price for the property was included in the RFP. Several proposals were submitted, with some later withdrawn. The remaining RFPs are being reviewed.

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

Boynton Beach CRA purchased the appraised property in February, 2007 for $850,000. This time was at the height of the real estate market before the crash in 2008. In September 2016, the CRA sold the property to Shovel Ready Projects, LLC for $255,000 with a performance agreement. If the buyer did not perform with a project for the property, the CRA could repurchase the property of the sale price. Lacking acceptable performance, Shovel Ready Projects, LLC sold the property back to the CRA for $255,000 in August, 2018. Copy of this deed is in the Addenda. The price of $255,000 was not representative of market value.

2-2(a)(xi) ***State the use of the real estate existing as of the effective date and use of the real estate reflected in the appraisal;***

As discussed, the existing structure is over 100 years old. Life safety of the building is unknown. Numerous unknown factors about the building preclude expressing an opinion of its contributory value to the property as a whole. Hence, the highest and best use of the appraised land is addressed in this appraisal. No personal property is included in the valuation.

2-2(a)(xii) ***When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion;***

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

Physically Possible as Vacant

The land appraised consists of two platted lots with a total size of 13,739 square feet or 0.3154 of an acre. It has 110 feet of frontage on East Ocean Avenue. NE 2 Street to the east of the site is closed to vehicular traffic and now a pedestrian walkway to NE 1 Street to the north. There is a 20 service alley abutting the site to the north, giving the appearance of the subject parcel being larger than it actually is. The land is level and filled to street grade. All utilities are available to the site, though not functioning at this time. No soil or subsoil tests were available for review to ascertain if the appraised land is capable of supporting buildings. However, it has been improved with a two-story residential building for more than 100 years. Physical constraint to develop the site is its size which governs the size and number of the potential improvements which can be placed on it.

Legally Permissible as Vacant

Legal restrictions to the development of the site consist of land use designation, building and zoning codes, platting and deed restriction, none of which came to light during the property investigation. Current land use designation is Local Retail Commercial. Zoning is "R-3", Multi-family Residential District. Minimum lot size is 4,000 square feet per dwelling, suggesting three dwelling units could be built on the site. For non-residential use, minimum lot size is 20,000 square feet. The appraised land does not meet this standard.

Recommended future land use by the CRA is either "MU-2" or "MU-3" medium density mixed-use as discussed. However, the land concerned does not meet the size standard for either of these districts. Further, the property owner has to apply for the zoning and land use change, requiring fees and time to accomplish the changes. City officials determine legally permissible use.

Financially Feasible as Vacant

The third test of Highest and Best Use is economic feasibility. Demand for a certain property type must be evident for it to be feasible. For it to be financially feasible, the use must be marketable and provide the investor with a competitive return when compared with alternate uses.

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

As mentioned, assemblages of smaller parcels into larger sites for mixed use development are taking place in the subject market area and in other CRA districts. Once a large site is assembled, the development process can commence with possible zoning and/or land use change to permit a mixed use project such as 500 Ocean. Land Sale 5 at 508 East Boynton Beach Boulevard is an example of an assemblage purchase. Land Sale 6 is an already assembled property.

Neither the land appraised nor either of the other two properties in the subject block are of sufficient size independently for a change of zoning/land use to a mixed-use category. Hence, the financially feasible use of the three properties is to assemble them. Then, the 20 foot service alley could be vacated, resulting in a total block size of 1.39 acres. This size could meet the standard for the mixed-use districts. The most probable buyer is a local or regional developer who wants to be a part of the revitalization of Boynton Beach. Time for assemblage is to pursue the changes necessary to build a project on the site.

Maximally Productive as Vacant

In summary, the Highest and Best Use of the land in question is to be assembled with the other parcels in the block and change the zoning/ land use to medium density mixed-use. Such use would be physically possible, probably legally permissible, financially feasible and maximally productive.

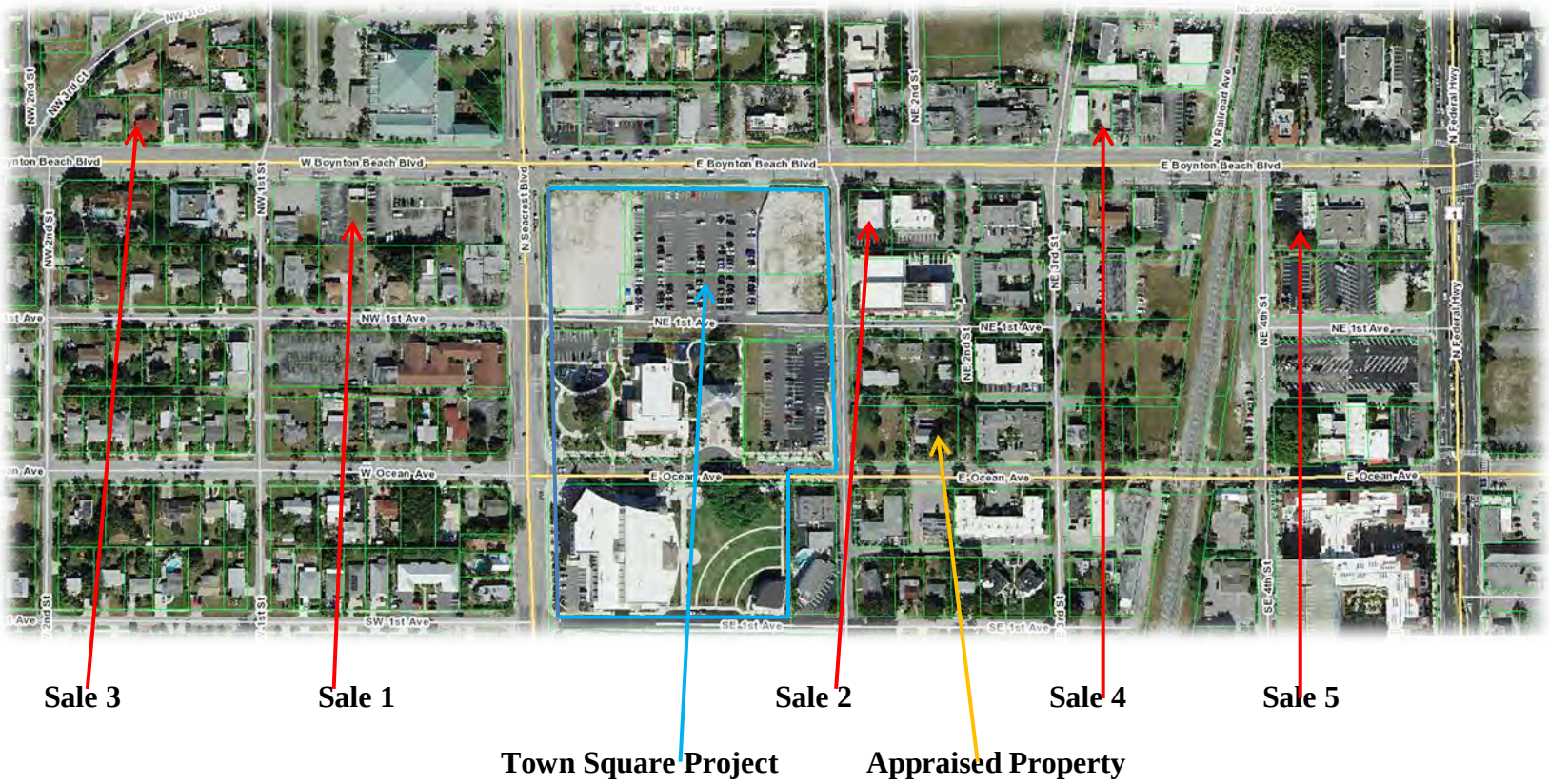
2-2(a)(xiii) Clearly and Conspicuously: State all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment result.

There are no extraordinary assumptions or hypothetical conditions in this report.

2-2(a)(xiv) Include a signed certification in accordance with Standards Rule 2-1

See signed certification in report.

SALES COMPARISON APPROACH LAND VALUATION



AERIAL VIEW OF THE APPRAISED PROPERTY & SALES

LAND SALES

SALE NO.	1
LEGAL DESCRIPTION	Lots 5, 6, 7 and 8, Block 4, BOYNTON HEIGHTS ADDITION to the TOWN OF BOYNTON Fla., Plat Book 10, page 64, Palm Beach County, FL, less part for right-of-way
RECORDED	O. R. Book 30470, Page 1140
GRANTOR	Beercade LLC
GRANTEE	JWS Investments LLC
DATE OF SALE	March 11, 2019
LOCATION	126 W Boynton Beach Boulevard Boynton Beach, FL
ZONING	"C-2" Neighborhood Commercial
LAND USE	Local Retail Commercial
SALE PRICE	$750,000
LAND SIZE	13,560 square feet
UNITS OF COMPARISON	$55.13 per square foot of land
PARCEL CONTROL NO.	08 43 45 28 10 004 0050
CONDITIONS OF SALE	Financing provided by SouthTrust Financial LLC in the amount of $650,000 as a blanket mortgage for four properties owned by the grantee. Arm's length transaction.
CONFIRMED	Jerron Kelley, attorney for grantee
COMMENTS	This property is in the block to the west of the new Town Square development. It is adjacent to the west of the United States Post Office branch. The property is improved with a small commercial building containing 864 square feet, constructed in 1970. The value of the property is in the land.

LAND SALES

SALE NO.	2
LEGAL DESCRIPTION	The west 89 feet of Lots 7, 8, 9 and 10, Block 3, TOWN OF BOYNTON Fla., Plat Book 1, page 23, Palm Beach County, FL, less part of Lot 10, plus 20 feet of the abandoned alley lying south of the described property
RECORDED	O. R. Book 30337, Page 731
GRANTOR	Gloria Weiss Realty, LLC
GRANTEE	202 East Boynton Beach Blvd LLC
DATE OF SALE	December 19, 2018
LOCATION	202 E Boynton Beach Boulevard Boynton Beach, FL
ZONING	"C-3" Community Commercial
LAND USE	Local Retail Commercial
SALE PRICE	$835,000
LAND SIZE	12,898 square feet
UNITS OF COMPARISON	$64.74 per square foot of land
PARCEL CONTROL NO.	08 43 45 28 03 003 0091
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Gloria Weiss, grantor
COMMENTS	This property is in the block to the east of the new Town Square development. It was improved when sold with a commercial building used as a funeral home containing 3,000 square feet, constructed in 1952. The buyer remodeled the building to be used for a medical marijuana dispensary called One Plant.

LAND SALES

SALE NO.	3
LEGAL DESCRIPTION	Lot 112 and the East 25 feet of Lot 113, Block "A", less the south 10 feet, BOYNTON HILLS, Plat Book 4, page 51, Palm Beach County, FL
RECORDED	O. R. Book 31124, Page 1508
GRANTOR	Jeannette Molina
GRANTEE	Gracey Properties LLC
DATE OF SALE	December 26, 2019
LOCATION	219 W Boynton Beach Boulevard Boynton Beach, FL
ZONING	"C-2" Neighborhood Commercial
LAND USE	Local Retail Commercial
SALE PRICE	$400,000
LAND SIZE	7,514 square feet
UNITS OF COMPARISON	$53.23 per square foot of land
PARCEL CONTROL NO.	08 43 45 21 07 001 1120
CONDITIONS OF SALE	Financing provided by First Citizens Bank & Trust in the amount of $320,000 at the market rate of interest. Arm's length transaction.
CONFIRMED	Kristina Reed, attorney for grantee
COMMENTS	The property is improved with a single family residence constructed in 1945, containing 1,217 square feet of building area. Future plans for the property have not been revealed.

LAND SALES

SALE NO.	4
LEGAL DESCRIPTION	Lots 4, 5 & 6, Arden Park, Plat Book 2, Page 96; LESS and EXCEPT that portion conveyed to the State of Florida for road right-of-way in Official Records Book 1328 Page 369, Public Records of Palm Beach County, Florida.
RECORDED	O. R. Book 32246, Page 398, Palm Beach County, FL
GRANTOR	Power Lifts LLC
GRANTEE	Boynton Beach Community Redevelopment Agency
DATE OF SALE	February 26, 2021
LOCATION	401, 407 & 411 E. Boynton Beach Boulevard Boynton Beach, FL
ZONING	"C-3" Community Commercial
LAND USE	Local Retail Commercial
SALE PRICE	$917,000
LAND SIZE	16,692 square feet
UNITS OF COMPARISON	$54.94 per square foot of land
Parcel Identification Number:	08-43-45-21-18-000-0060, 08-43-45-21-18-0000051 and 08-43-45-21-18-000-0040
CONDITIONS OF SALE	Arm's length transaction. Cash sale.
CONFIRMED	Michael Simon for grantee
COMMENTS	Negotiated purchase for redevelopment of the subject market area.

LAND SALES

SALE NO.	5
LEGAL DESCRIPTION	Lots 6 & 7, ORIGINAL TOWN OF BOYNTON, Plat Book 1, page 23, Public Records of Palm Beach County, Florida.
RECORDED	O. R. Book 3305, Page 698, Palm Beach County, FL
GRANTOR	508 E. BBB LLC
GRANTEE	Boynton Beach Community Redevelopment Agency
DATE OF SALE	October 26, 2021
LOCATION	508 E. Boynton Beach Boulevard Boynton Beach, FL
ZONING	"CBD", Central Business District
LAND USE	"MXH", Mixed Use High
SALE PRICE	$915,000
LAND SIZE	12,650 square feet
UNITS OF COMPARISON	$72.33 per square foot of land
Parcel Identification Number:	08-43-45-28-03-001-0060
CONDITIONS OF SALE	Arm's length transaction. Cash sale.
CONFIRMED	Bradley Miller for grantee
COMMENTS	Negotiated purchase for redevelopment of the subject market area.

LAND SALES

SALE NO.	6
	Legacy at Boynton Beach
	Pending sale
SELLERS	Numerous
BUYER	GCI Acquisitions LLC
LOCATION	Northeast corner of N Federal Highway & SE 2 Avenue, extending east to one property west of SE 6 Street; and one property at southeast corner of N Federal Highway & SE 1 Avenue, Boynton Beach, FL
ZONING	"CBD", Central Business District
LAND USE	"MU-H", Mixed Use-High
ASKING PRICE	$10,000,000
LAND SIZE	120,226 square feet or 2.76 acres
UNITS OF COMPARISON	$83.18 per square foot of land
CONFIRMED	Listing real estate broker
COMMENTS	The assembled property is being purchased as-is; the buyer will apply for the changes to construct a mixed use project. Buyer submitted an application for a change in zoning from "CBD" to "MU-C", Mixed Use Core. Mixed use-project will include 274 multi-family dwelling units and 12,422 square feet of retail space on the ground level. Density would be 98 units per acre, exceeding the 80 units per acre permitted in "MU-C"; however, project will be designed to meet the requirements of the DTOD District to obtain the 25% density bonus. Buyer is also applying to vacate a portion of SE 1 Avenue at the west end of the assembled property. Exhibit for this sale is from the submission to the city for the project. Reportedly, the contract price is close to the asking price.

LOCATION MAP

Exhibit A2

LAND SALE COMPARISON & ADJUSTMENT CHART

SALE Number	Sale Date	SALE PRICE (Price/SF of Land)	Bldg. Size (Sq.Ft.)	Land Size (Sq.Ft.	Building Condition	Site Zoning	*Transactional Adjustments* Market ("Time") (5%/Year)	Partial Adjusted Price	*Property Adjustments* Contrib. Value of Improvements	Location Adjustment	Final Adjusted Sale Price	Final Adj. Price per Land Square Foot
1												
126 W. Boynton Beach Blvd.	03/11/2019	$750,000	864	13,560	Average	"C-2"	$103,125	$853,125	$0	$0	$853,125	$62.91
Boynton Beach, Florida		$55.31	Blt. 1970	0.3133 ac			Inferior + 13.75%		Equal	Equal		
2												
202 E. Boynton Beach Blvd.	12/19/2018	$835,000	3,000	12,898	Good	"C-3"	$125,250	$960,250	($96,025)	$0	$864,225	$67.00
Boynton Beach, Florida		$64.74	Blt. 1952	0.2961 ac			Inferior + 15%		Superior - 10%	Equal		
3												
219 W. Boynton Bch. Blvd.	12/10/2019	$400,000	1217	7,514	Poor	"C-2"	$40,000	$440,000	$0	$0	$440,000	$58.56
Boynton Beach, Florida		$53.23	Blt. 1945	0.1725 ac			Inferior + 10%		Equal	Equal		
4												
401, 407, & 411 E. B.Bch. Blvd.	02/26/2021	$917,000	5,396	16,692	Poor	"C-3"	$42,182	$959,182	$0	$0	$959,182	$57.46
Boynton Beach, Florida		$54.94	Blt. 1958-1960	0.3832 ac			Inferior + 4.60%		Equal	Equal		
5												
508 E. Boynton Bch. Blvd.	10/26/2021	$915,000	1,925	12,650	Average	"CBD"	$11,438	$926,438	$0	($92,644)	$833,794	$65.91
Boynton Beach, Florida		$72.33	Blt. 1958-1960	0.2904 ac			Inferior + 1.25%		Equal	Superior -10%		
6												
NEC N. Federal Hwy. & SE 2 Avenue	Pending	$10,000,000	N/A	120,226	Average	"MU-H"	$0	$10,000,000	$0	($2,000,000)	$8,000,000	$66.54
Legacy at Boynton Beach	Sale	$83.18		2.76 ac			Equal		Equal	Superior - 20%		
		LAND VALUE										**LAND Sq.Ft. Value**
SUBJECT												
211 E. Ocean Avenue	12/08/2021	**$893,000**	1,736	13,739	Fair	"R-3"	-----	-----	-----	-----	-----	**$65.00**
Boynton Beach, Florida			Blt. 1919	0.3154 ac								

SALES COMPARISON APPROACH

Of the several methods to develop an opinion of land value, the one considered the most reliable is the Sales Comparison Approach. In this method, sales of similar vacant parcels are compared to the site concerned; then adjusted for differences to arrive at land value.

The steps of Sales Comparison in Land Valuation are:

1) Locate and collect information of recent sales of sites most similar to the land being appraised.

2) Verify the sales information with the most reliable sources, including details of financing and any special considerations or non-typical market features.

3) Select relevant units of comparison and develop a comparative analysis.

4) Compare and adjust the sales to the subject using significant, market-derived units of comparison.

5) Reconcile all value indications from the comparisons into a value opinion by this approach.

The appraised property contains 13,739 square feet or 0.3154 of an acre of land. It is located at 211 East Ocean Avenue, Boynton Beach, FL, in the Boynton Beach CRA area called the "Cultural District." As mentioned throughout the appraisal, zoning is "R-3", Multi-family Residential; Land Use designation is Local Retail Commercial. Current zoning and land use are not compatible for reasons previously stated. Recommended future land use is either "MU-2" or "MU-3", Mixed Use medium density; however, the subject land size is too small for these districts. Highest and Best Use is for assemblage with the other parcels in the block and change of zoning/ land use for mixed-use medium density development. This is a future use requiring changes to the property which may or may not take place. **In this appraisal, the subject property is appraised as it currently sits, with existing zoning and land use.**

A search was made to find sales of properties in the immediate subject market area with characteristics which are most similar to the property concerned. A property-by-property search was conducted in the market area. Of the sales reviewed, the six that are more similar to the subject are included in this appraisal. Details of the transactions are on the sale sheets and chart.

The unit of comparison used by buyers and sellers of this of property is the Sale Price per Square Foot of Land including any building. The range of unit prices of the sales is from $53.23 to $83.18 per square foot, before adjustment.

ELEMENTS OF COMPARISON

Elements of comparison are the characteristics of transactions and properties that cause variation in prices paid for real estate. ***The Appraisal of Real Estate*** *states that there are several basic elements of comparison that may be considered in sales comparison analysis for land valuation.*

(Continued)

*The first group is termed **transactional elements** being: real property rights conveyed, financing terms, conditions of sale and market conditions. Adjustments for transactional elements are made, then, attention is focused on the second group, **property elements.** This second group of property elements consists of location, physical characteristics and use.*

Real Property Rights Conveyed

A transaction price is always predicated on the real property interest conveyed. Property interests conveyed can either be fee simple (without tenants) or leased fee (subject to leases). An adjustment for property rights conveyed is based on whether a leased fee interest was sold with leases at, below, or above market rent.

The interest valued for the subject property is fee simple. The land sales were all conveyances of fee simple interests without leases. No adjustment is necessary for this element of comparison.

Financing Terms

Financing terms may have a bearing on the price paid for a property. Such terms that may affect price include assuming a mortgage at lower than current interest rates, the seller paying a buydown for the buyer to have a lower interest rate, or the seller providing financing for a transaction at lower than typical institutional rates. In all of these cases, the buyer could have paid higher prices in such transactions to obtain favorable financing. The reverse is also a possibility in which lower sale prices result from above market financing.

Sales 2, 4 and 5 were cash transactions. Since third party financing is readily available, Sales 1 and 3 took advantage of this condition and gave mortgages to financial entities. Loan to price ratios are 87% and 80%, respectively. Reportedly, there were no inducements to accept the financings. Financing for No. 6 will most probably involve an acquisition and construction loan. No adjustment is made for this element of comparison.

Conditions of Sale

Condition of sale addresses the motivation of buyers and sellers. Such motivations include a seller accepting a lower than market price for needed cash, a lender selling a previously foreclosed property to comply with regulations imposed on the institution, or a buyer purchasing an adjacent property. Even arm's length transactions may be the result of atypical motivation, such as lack of exposure time to the market, the result of an eminent domain proceeding, or tax consideration.

None of the land sales are transactions by lenders after foreclosures of prior mortgages on the properties. Conditions of sale for all of the transfers were typical for the market, with no adjustments necessary.

(Continued)

Market Conditions

Comparable sales that occurred under different market conditions than those applicable to the subject on the effective date of the value estimate require adjustment for any differences that affect their value. The most common adjustment for market condition is time; however, the passage of time itself is not the cause of the adjustment. Market conditions which change over time are the reason to make the adjustment, such as appreciation or depreciation due to building inventory, changes in tax laws, investor's criteria, building moratoriums, fluctuation in supply and demand, et cetera. It is also possible that there is no change in market condition over time.

There is an upward trend in real estate prices in the subject market area due the revitalization supported by the Boynton Beach Community Redevelopment Agency and to scarcity of developable parcels. The upward trend mirrors the current rate of inflation at 5% per year. Each of the closed land sales is adjusted upward 5% annually for market conditions to the effective date of appraisal. The amounts of the adjustments are shown on the chart.

Adjustments for **transactional elements** of comparison were considered; now, **property elements of comparison** are addressed.

Location

The location of a property is a key factor in prompting a buyer to purchase it. Location encompasses many aspects such as road frontage, access, proximity to other competing properties, proximity to a market that will use the goods and services housed in a property, governmental influences, average daily traffic flow, etc. Typically, properties in a neighborhood share some of the same locational characteristics such as age, condition, and style.

The appraised property is in the Cultural District of the Boynton Beach Community Redevelopment Area (CRA) fronting Ocean Avenue, a two-laned street. Land Sales 1, 2, 3 and 4 are in the Boynton Beach Boulevard District, bordering the main east-west thoroughfare in the city. They are in the Transit Oriented Development (TOD) District with a possibility of a 20% density bonus for residential units if certain conditions are met. They all still carry the “C”, Commercial zoning and have yet to be rezoned to “MU”, Mixed Use. Although there are some differences between the locations of the sales and subject, they are not significant enough to warrant quantitative adjustments.

Land Sales 5 and 6 are in the CRA “Downtown District.” Zoning for No. 5 is “CBD”, Central Business District. No. 6 had the same zoning, but the buyer paid for it to be changed to “MU-C”, Mixed Use Core with a high density. Further, the project to be constructed will meet the requirements for the TOD bonus. The locational characteristics of Sales 5 and 6 are superior to the other four sales and the subject. Comparing the partially adjusted unit prices of the two groups of sales, No. 5 is about 10% higher than the other sales fronting Boynton Beach Boulevard and is adjusted downward by this percentage for location. The unit price for No. 6 is about 20% greater than the first four sales and is adjusted downward by this percentage for this element of comparison. The amounts are shown on the chart.

(Continued)

Physical Characteristics

Physical characteristics to be considered for adjustments are those that cause a difference in price to be paid by the market. A wide range of such items includes land size, shape, frontage, depth, topography, view, access, functional utility, degree of readiness for development, et cetera.

All of the sales were previously improved, with the building of Sale 2 being renovated and reused. The structure of Sale 2 had some contributory value to the property as a whole, although the major portion of the value of the property was in the land. When the properties are redeveloped the buildings will most probably be demolished. Sale 2 is superior to the other sales and the subject for physical characteristics due to its building having a contributory value. Sale 2 is adjusted downward 10% for this factor (equating to about $32.00 per square foot of building area). No adjustments are made to the other sales for this element of comparison.

Use

For sites to be comparable, they should have similar uses. Future uses for the subject and closed sales are for assemblages with other properties for mixed use projects. No adjustment is called for this element of comparison.

FINAL VALUE OPINION

Following is a summary of the adjusted square foot unit sale prices for the sales:

Sale No.	Adjusted Sale Price/ Square Foot
1	$62.91
2	$67.00
3	$58.56
4	$57.46
5	$65.91
6	$66.54

The range of adjusted unit prices is from $57.46 to $67.00 per square foot of land. The sales are adjusted for conditions of sale, locational and physical characteristics. Considering the foregoing discussion, the unit value for the subject is at about the median point of the range of adjusted unit sale prices at $65.00 per square foot of land.

(Continued)

SALES COMPARISON APPROACH
(Continued)

The quantity of the comparable data is sufficient to have an overview of the market for sites in central Boynton Beach, FL where revitalization is occurring. The quality of the data is good in that it provides a sound basis to develop an opinion of value for the land under appraisement. Based on the analysis and conclusions presented within the report, it is our opinion that the Market Value of the As-Is Fee Simple Estate of the Subject Property as of December 8, 2021 is:

$65.00/sq.ft. of land x 13,739 square feet of land = **$893,000**

EIGHT HUNDRED NINETY-THREE THOUSAND DOLLARS

CERTIFICATION

I certify that, to the best of my knowledge and belief, the statements contained in this report are true and correct.
The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
I have no present or prospective interest in the property that is the subject of this report, and I have no bias or personal interest with the parties involved.
The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The analyses, opinions and conclusions were also developed and the report prepared in conformity with the Uniform Standards of Professional Appraisal Practice, which is included in the Appraisal Institute's Standards, and Chapter 475, Part II F.S.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. The use of this report is (*also*) subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

I have visited the property that is the subject of this report on December 3, 2021.

Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions and opinions concerning real estate set forth in this report. No one else has provided significant professional service to the persons signing this report.

The Appraisal Institute and the American Society of Appraisers each conduct programs of continuing education for their designated members. As of the date of this report, Jesse B. Vance, Jr. and Claudia Vance have completed the requirements of the continuing education program of the Appraisal Institute. Continuing educational requirements are also completed for the American Society of Appraisers and the State of Florida.

December 8, 2021

Jesse B. Vance, Jr., MAI, SRA, ASA
Florida State-Certified General Real Estate Appraiser No. RZ-85

December 8, 2021

Claudia Vance, MAI
Florida State-Certified General Real Estate Appraiser No. RZ-173

CERTIFICATION AND LIMITING CONDITIONS

The statements and conclusions contained in this report, subject to the limiting conditions hereafter cited, are correct to the best of the writers' knowledge.

1. The undersigned have personally visited the subject of this report. No pertinent information has been knowingly withheld.
2. Unless specifically included, the subject is analyzed as though free and clear of liens and encumbrances.
3. No responsibility is assumed for legal matters, nor is an opinion of title rendered. Title is assumed to be good and held in Fee Simple.
4. Legal descriptions and property dimensions have been furnished by others; no responsibility for their correctness is assumed. Sketches which may be in the report are for illustrative purposes only.
5. Possession of any copy of this report does not carry with it the right of publication, duplication, or advertising using the writers' names or professional designations or membership organizations.
6. The writers are not required to testify without prior agreement.
7. Neither the employment to make this appraisal nor compensation therefore is contingent on the value reported.
8. Improvements, if any, are those noted and reported on the date of inspection.
9. The value or values estimated apply ONLY as of the date of valuation stated within the report.
10. The writers certify that they have no present, past or contemplated interest in the subject of this report.
11. This report is the property of the indicated client. It may not be used by any other party for any purpose not consistent with the written function of this report without the express written consent of the writers AND client.
12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice and Conduct of the Appraisal Institute. The work also conforms to the Uniform Standards of Professional Appraisal Practice.
13. The existence of potentially hazardous material used in the construction or maintenance of buildings, such as the presence of urea formaldehyde foam insulation, and/or existence of toxic waste, which may or may not be present on the property, has not been considered. Additionally, soil or sub-soil contamination may exist from current or prior users, or users outside the property concerned. The appraisers are not qualified to detect such substances. We urge the client to retain an expert in this field if desired.
14. The appraisers have not been provided a Habitat Survey, Endangered Species Survey, or analysis by a qualified environmental specialist indicating the presence of or proximity to environmentally sensitive and/or protected land or species which could affect the use, and possibly, value of the appraised property. The appraisers are not qualified to identify these factors. We recommend that an expert be hired where there may be reasonable cause to expect the presence of any of the cited elements.
15. Jesse B. Vance, Jr. and Claudia Vance were responsible for the analyses, conclusions, and opinions of real estate set forth in this report. (No one else provided significant professional assistance to the report signers).
16. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property would reveal that the property is not in compliance with one or more of the requirements of the act, which could reduce property value.
17. Prospective value estimates are based on current conditions and trends. The appraisers cannot be held responsible for unforeseeable events that might alter market conditions upon which market value has been estimated.
18. The appraisers certify that they have the knowledge and experience required to perform this appraisal assignment.
19. The appraiser reserves the right to amend or change this report at any time additional market information is obtained which would significantly affect the value opinion.

Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser No. RZ 85 December 8, 2021

Claudia Vance, MAI
State-Certified General Real Estate Appraiser No. RZ 173 December 8, 2021

ADDENDA

CFN 20180312171
OR BK 30053 PG 1135
RECORDED 08/13/2018 13:47:45
Palm Beach County, Florida
AMT 255,000.00
DEED DOC 1,785.00
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 1135-1136; (2Pgs)

Prepared by and return to:

Kenneth W. Dodge, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, FL 33401
Telephone: 561-640-0820

File Number: **2419-128**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 3rd day of ~~July~~ August, **2018**, between **Shovel Ready Projects, LLC, a Pennsylvania limited liability company**, whose post office address is **630 North 3rd Street, Philadelphia, PA 19123**, grantor, and **Boynton Beach Community Redevelopment Agency, a public agency created pursuant to Chapter 163, Part III, Florida Statutes**, whose post office address is **710 North Federal Highway, Boynton Beach, FL 33435**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida** to-wit:

> **Lots 13 and 14, Block 4, ORIGINAL TOWN OF BOYNTON BEACH, according to the Plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida.**
>
> **Parcel Identification Number: 08-43-45-28-03-004-0130**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Carol R. Nelson
Witness Name: Carol R. Nelson

Miranda M. Ramp
Witness Name: Miranda Ramp

Shovel Ready Projects, LLC, a Pennsylvania limited liability company

By: [signature]
Stephen Labov

Its: manager

01013267-1

DoubleTime®

This is not a certified copy

State of New Jersey
County of Atlantic

The ~~foregoing~~ instrument was acknowledged before me this 3rd day of ~~July,~~ August 2018 by **Stephen Labov of Shovel Ready Projects, LLC, a Pennsylvania limited liability company**, who [ ] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Carol R Nelson

My Commission Expires:

CAROL R. NELSON
A Notary Public of New Jersey
My Commission Expires 10/07/2020

This is not a certified copy

F. *R-3 Multi-family Residential District.*

1. General. The purpose of the R-3 zoning district is to implement the medium density residential (MDR) future land use map (FLUM) classifications of the Comprehensive Plan. The intent of this conventional district, with a maximum density of eleven (11) dwelling units per acre, is to encourage vertical structures and viable multiple-family living environments. The preferred development pattern shall be designed such that it would provide adequate buffering, graduation of uses, and a layout that considers and complements adjacent uses and districts. Ideally, the R-3 district should be in close proximity to large concentrations of business and employment activities, as well as near sufficient roadways and public transportation routes. Site design should encourage safe traffic patterns, ingress and egress, adequate light, drainage, off-street parking, open space, on-site recreation areas, and community meeting provisions for the inhabitants.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-10).

a. Existing and/or future single-family dwellings shall conform to the building and site regulations of the R-1 district (see Table 3-8 in Section 2.D.3. above).

b. Duplex dwellings shall conform to the building and site regulations of the R-2 district (see Table 3-9 in Section 2.E.3. above).

c. Multiple-family and group homes shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "residential uses".

d. All uses, excluding single-family, duplex, multi-family, and group homes, shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "non-residential uses".

BUILDING/SITE REGULATIONS ***R-3 District***	
BUILDING/SITE REGULATIONS ***R-3 District***	
(Residential Uses)	
Minimum lot area (per unit):	4,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	

Front:	40 feet
Rear:	40 feet
Interior side:	20 feet
Corner side:	40 feet
Minimum living area:	750 s.f.
Maximum lot coverage:	40%
Maximum structure height:	45 feet
(Non-Residential Uses)	
Minimum lot area:	20,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	
Front:	40 feet
Rear:	40 feet
Interior side:	20 feet
Corner side:	40 feet
Minimum living area:	750 sq. ft. per unit
Maximum lot coverage:	40%
Maximum structure height:	45 feet

Chapter 3, Article III, Zoning Districts and Overlay Zones,

E. *Mixed Use Urban Building and Site Regulations (Table 3-4).*

MIXED USE, URBAN	**MU-1**	**MU-2**	**MU-3**	**MU-4**	**MU-C**
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A
All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100	150[2]	200	200
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[3]	45	65	75	100	150/125[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[8]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setback, Minimum (ft.)[8]					
Rear abutting:					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25[5]	25[5]	25[5]	25[5]	25[5]
Side abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	N/A	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.
2. Minimum of fifty (50) feet, if frontage is on a collector/local collector roadway.

3. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations.

4. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

6. Where there is an intervening right-of-way of at least forty (40) feet.

7. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone (PZ). Building placement is a factor of roadway type and CRA district, which determines the min. width and design of the PZ. Except for the Downtown District, where the minimum PZ width is 18', the minimum PZ in all other districts if 16 ft. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

8. Listed eligible historic structures are not required to meet these standards.

9. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

10. Projects within the transit core shall have minimum densities as follows: MU-1 - eleven (11), MU-2 - twenty (20), MU-3 - thirty (30), MU-4 - thirty-five (35) and MU-C - forty (40) dwellings per acre (except that minimum density for the MU-C district applies to projects located within the entire station area).

11. Projects within the transit core shall have a minimum FAR as follows: MU-3 - one and three-quarters (1.75), MU-4 (2.0) and MU-C - two (2.0) (except that minimum FAR for the MU-C district applies to projects to be located within the entire station area).

12. The maximum density for projects within the Downtown Transit-Oriented Development District (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district through participation in the City's Workforce Housing Program.Cahpter

See below for other property development regulations from Municode:
http://library.amlegal.com/nxt/gateway.dll/Florida/boynton/partiiilanddevelopmentregulations*?f=templates$fn=default.htm$3.0$vid=amlegal:boyntonbeach_fl

Use regulations: See Chapter 3, Article IV, Use Regulations

Landscape and Buffering: See Chapter 4, Article II, Landscape Design and Buffering Standards

Parking: See Chapter 4, Articles V, Minimum Off-street Parking, and VI, Parking Lot, Vehicular Use Areas, and Loading Standards.

SUMMARY OF 2020-2021 USPAP (Uniform Standards of Professional Appraisal Practice)
Standard Rule 2: Real Property Appraisal, Reporting

In reporting the results of a real property appraisal, an appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading. STANDARD 2 addresses the content and level of information required in a report that communicates the results of the real property appraisal. STANDARD 2 does not dictate the form, format, or style of real property appraisal reports. The substantive content of a report determines its compliance.

STANDARDS RULE 2-1

Each written or oral real property appraisal report must:

(a) clearly and accurately set forth the appraisal in a manner that will not be misleading;

(b) contain sufficient information to enable the intended users of the appraisal to understand the report properly; and

(c) clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment.

STANDARDS RULE 2-2

Each written real property appraisal report must be prepared under one of the following options and prominently state which option is used: Appraisal Report or Restricted Appraisal Report.

An appraiser may use any other label in addition to, but not in place of, the labels set forth in this Standards Rule for the type of report produced. The use of additional labels such as analysis, consultation, evaluation, study, or valuation does not exempt an appraiser from adherence to USPAP. The report content and level of information requirements in this Standards Rule are minimal for each type of report. An appraiser must supplement a report form, when necessary, to insure that any intended user of the appraisal is not misled and that the report complies with the applicable content requirements.

(a) The content of an appraisal report must be appropriate for the intended use or the appraisal and, at a minimum:

- *(i) state the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's workfile;*
- *(ii) state the identity of any other intended users by name or type;*
- *(iii) state the intended use of the appraisal;*
- *(iv) contain information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment;*
- *(v) state the real property interest appraised;*
- *(vi) state the type and definition of value and cite the source of the definition;*
- *(vii) state the effective date of the appraisal and the date of the report;*
- *(viii) summarize the scope of work used to develop the appraisal;*
- *(ix) summarize the extent of any significant real property appraisal assistance;*

(x) provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by:
(1) summarizing the appraisal methods and techniques employed;
(2) stating the reasons for excluding the sales comparison, cost, or income approach(es) if any have not been developed;
(3) summarizing the results of analyzing the subject sales, options, and listings in accordance with Standards Rule 1-5;
(4) stating the value opinion(s) and conclusions(s); and
(5) summarizing the information analyzed and the reasoning that supports the analyses opinions, and conclusions, including reconciliation of the data and approaches;

(xi) state the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal;
(xii) when an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion;
(xiii) clearly and conspicuously:
- *state all extraordinary assumptions and hypothetical conditions, and*
- *state that their use might have affected the assignment results, and*

(xiv) include a signed certification in accordance with Standards Rule 2-1.

STANDARDS RULE 1-5

When the value opinion to be developed is market value, if such information is available in the normal course of business:

a) analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal;

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

475.611 Florida Statutes: Definitions.-

(1) As used in this part, the term:

(a) “Appraisal” or “Appraisal Services” means the services provided by certified and licensed appraisers or registered trainee appraisers, and includes:

1. "Appraisal assignment" denotes an engagement for which a person is employed or retained to act, or could be perceived by third parties or the public as acting, as an agent or a disinterested third party in rendering an unbiased analysis, opinion, review, or conclusion relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real property.

2. "Analysis assignment" denotes appraisal services that relate to the employer's or client's individual needs or investment objectives and includes specialized marketing, financing, and feasibility studies as well as analyses, opinions, and conclusions given in connection with activities such as real estate brokerage, mortgage banking, real estate counseling, or real estate consulting.

3. "Appraisal review assignment" denotes an engagement for which an appraiser is employed or retained to develop and communicate an opinion about the quality of another appraiser's appraisal, appraisal report, or work. An appraisal review may or may not contain the reviewing appraiser's opinion of value.

(b) "Appraisal Foundation" or "foundation" means the Appraisal Foundation established on November 20, 1987, as a not-for-profit corporation under the laws of Illinois.

(c) "Appraisal report" means any communication, written or oral, of an appraisal, appraisal review, appraisal consulting service, analysis, opinion, or conclusion relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property, and includes any report communicating an appraisal analysis, opinion, or conclusion of value, regardless of title. However, in order to be recognized in a federally related transaction, an appraisal report must be written.

(d) "Appraisal review" means the act or process of developing and communicating an opinion about the quality of another appraiser's appraisal, appraisal report, or work.

(e) "Appraisal subcommittee" means the designees of the heads of the federal financial institutions regulatory agencies established by the Federal Financial Institutions Examination Council Act of 1978 (12 U.S.C. ss. 3301 et seq.), as amended.

(f) "Appraiser" means any person who is a registered trainee real estate appraiser, licensed real estate appraiser, or a certified real estate appraiser.
An appraiser renders a professional service and is a <u>professional</u> within the meaning of 95.11(4)(a).

(g) "Board" means the Florida Real Estate Appraisal Board established under this section.

(h) “**<u>Certified General Appraiser</u>**” means a person who is certified by the department **as <u>qualified to issue appraisal reports for any type of real property</u>**

(i) "Certified Residential Appraiser" means a person who is certified by the department as qualified to issue appraisal reports for residential real property of one to four residential units, without regard to transaction value or complexity, or real property as may be authorized by federal regulation.

(j) "Department" means the Department of Business and Professional Regulation.

475.628 Professional standards for appraisers registered, licensed, or certified under this part.—

(1) The board shall adopt rules establishing standards of professional practice which meet or exceed nationally recognized standards of appraisal practice, including standards adopted by the Appraisal Standards Board of the Appraisal Foundation. Each appraiser registered, licensed, or certified under this part must comply with the rules. Statements on appraisal standards which may be issued for the purpose of clarification, interpretation, explanation, or elaboration through the Appraisal Foundation are binding on any appraiser registered, licensed, or certified under this part, upon adoption by rule of the board.

(2) The board may adopt rules establishing standards of professional practice other than standards adopted by the Appraisal Standards Board of the Appraisal Foundation for nonfederally related transactions. The board shall require that when performing an appraisal or appraisal service for any purpose other than a federally related transaction, an appraiser must comply with the Ethics and Competency Rules of the standards adopted by the Appraisal Standards Board of the Appraisal Foundation, and other requirements as determined by rule of the board. An assignment completed using alternate standards does not satisfy the experience requirements under s. 475.617 unless the assignment complies with the standards adopted by the Appraisal Standards Board of the Appraisal Foundation.

History.—ss. 9, 11, ch. 91-89; s. 4, ch. 91-429; s. 35, ch. 98-250; s. 22, ch. 2012-61; s. 9, ch. 2017-30.

Jesse B. Vance, Jr., MAI, SRA, ASA, MBA

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Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Currently registered in "SAM" (U.S. Government System for Award Management – DUNS 826494957). Designated appraisers perform the appraisal work, no trainees. Jesse B. Vance, Jr., MAI, SRA, ASA, MBA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, bankruptcies, deficiency judgments, marriage dissolution, and estate valuations. Our firm values most types of real property interests for sale, mortgage loans, litigation and investment reasonably, timely and professionally. As licensed real estate brokers, we perform most other real property functions. We also do "Valuations for Financial Reporting."

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ DEGREES/ LICENSES & CERTIFICATIONS

MAI DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781
SRA DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781
ASA DESIGNATION - AMERICAN SOCIETY OF APPRAISERS (RE-Urban) #003439
MBA DEGREE - REAL ESTATE MANAGEMENT AND DEVELOPMENT
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER #RZ-85 (Florida)
FLORIDA STATE LICENSED REAL ESTATE BROKER NO. BK. 91050
REGISTERED VETERAN-OWNED SMALL BUSINESS (CCR/Duns 826494957)
FLORIDA CERTIFIED SDVBE BUSINESS ENTERPRISE (Minority Business Enterprise - MBE)
FLORIDA "D.E.P." APPROVED APPRAISER
Currently registered in "SAM" (U.S. Government System for Award Management).

B) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION

1. U.S. Court of Appeals, Eleventh Circuit
2. U.S. District Court, Southern District of South Florida
3. U.S. District Court, New Jersey
4. U.S. Bankruptcy Court, Southern District of Florida
5. U.S. Bankruptcy Court, District of New Jersey
6. U.S. Bankruptcy Court, Western (Pittsburgh) Division of Pennsylvania
7. Florida Circuit Courts: Broward, Dade, Palm Beach, Lee, Collier, Martin, and Okeechobee Counties
8. Appraiser on landmark eminent domain cases: TESSLER, NESS TRAILER PARK, PATEL, SIMPSON v. FILLICHIO, RUBANO, PALM BEACH COUNTY (FL) vs. COVE CLUB INVESTORS, LTD.

C) EXPERIENCE Over thirty-five (35) years appraising and analyzing real property interests in South Florida.
Partial list: RESIDENCES, RESTAURANTS/BARS, APARTMENT BUILDINGS, OFFICE BUILDINGS HOTELS/MOTELS, CHURCHES, CONDOMINIUMS/COOPS, HOSPITALS & NURSING HOMES, VACANT LAND, GOLF COURSES, GOLF CLUBS, GASOLINE SERVICE STATIONS, MARINAS, TRAILER PARKS, SHOPPING CENTERS, BANKS/THRIFT INSTITUTIONS, BOWLING ALLEYS, P.U.D.'S, INDUSTRIAL BUILDINGS, TIME-SHARE DEVELOPMENTS, ROCK PITS, SCHOOLS, AGRICULTURAL PROPERTIES, WATER MANAGEMENT DISTRICT, MARKETABILITY, FEASIBILITY ANALYSES, INVESTMENT ANALYSES, AUTO SALES FACILITIES, LEASE VALUATIONS, TAX & ASSESSMENT APPEALS, CONDEMNATION, EXPERT WITNESS (Member National Forensic Center), BUSINESS ENTERPRISE VALUATIONS (BEV), (VFR) VALUATION FOR FINANCIAL REPORTING, AVIGATION & CLEARANCE EASEMENTS, ESTATES, DIVORCES, PLANNING/LAND USE STUDIES, HIGHEST & BEST USE ANALYSES, DEPRECIATION ANALYSES, COMPONENT APPRAISALS, ENVIRONMENTALLY SENSITIVE LAND, CONTAMINATED PROPERTIES, SUGARCANE & TURFGRASS LAND, DAY CARE CENTERS, SELF-STORAGE FACILITIES, FUNERAL HOMES, ANIMAL HOSPITALS, SUBMERGED LAND, CITY CENTERS, etc.

D) PARTIAL LIST OF CLIENTS

PRIVATE INDIVIDUALS AND CORPORATIONS, ATTORNEYS, ACCOUNTANTS, TRUST DEPARTMENTS, **COMMERCIAL BANKS**: Wells Fargo; BankAtlantic; SunTrust; American National Bank; Landmark Bank; City National Bank; BankUnited; Gateway American Bank; State Farm Bank; Englewood Bank & Trust; SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES; **FLORIDA CITIES**: FORT LAUDERDALE, PLANTATION, COOPER CITY, TAMARAC, LAUDERHILL, BOCA RATON, DEERFIELD BEACH, OAKLAND PARK, WILTON MANORS, HOLLYWOOD, WEST PALM BEACH, DELRAY BEACH, HALLANDALE, PEMBROKE PINES, COOPER CITY, TOWN OF DAVIE, TOWN OF SOUTHWEST RANCHES, MIRAMAR. **FLORIDA COUNTIES**: BROWARD, PALM BEACH, COLLIER, OKEECHOBEE; BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS; OKEECHOBEE BOARD OF COUNTY COMMISSIONERS. **SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, BROWARD COUNTY HOUSING AUTHORITY, STATE OF FLORIDA** DEPARTMENT OF TRANSPORTATION (DOT); **STATE OF FLORIDA** DIVISION OF GENERAL SERVICES(GSA); N. BROWARD GENERAL HOSPITAL DISTRICT; **STATE OF FLORIDA** DEPARTMENT OF ENVIRONMENTAL PROTECTION **(Approved Vendor);U.S. TREASURY DEPARTMENT** (General Counsel, I.R.S.); **U.S. MARSHAL'S SERVICE** – **U.S. ATTORNEY'S OFFICE** CENTRAL DIVISION – U.S. Dept. of Justice; **VETERANS ADMINISTRATION**

E) EDUCATIONAL BACKGROUND - (Partial List)

BACHELOR OF ARTS - Earlham College, Richmond, Indiana (1954)

MBA (Nova University) - Real Estate Management & Development (National Dean's List 1991)

Course 1 (AIREA) - Basic Principles of Appraising
Course 2 (AIREA) - Urban Property Valuation (Income)
Course 4 (AIREA) - Condemnation Appraising
Course 6 (AIREA) - Income Capitalization & Analysis
Course 101 (SREA) - Introduction to Appraising
Course 201 (SREA) - Income Property Valuation, Theory
Course 202 (SREA) - Applied Income Property Valuation
Course 301 (SREA) - Applications/Appraisal Analysis
Symposium (SREA) - Market Analysis, 1978, Virginia
Symposium (SREA) - Market Analysis, 1979, Arizona
Symposium (SREA) - Market Analysis, 1980, South Carolina
Symposium (SREA) - Market Analysis, 1981, Tennessee
Symposium (SREA) - Market Analysis, 1982, New Mexico
Symposium (SREA) - Market Analysis, 1983, Pennsylvania
Symposium (SREA) - Market Analysis, 1984, Georgia
Symposium (SREA) - Market Analysis, 1985, Vancouver, B.C.
Symposium (SREA) - Market Analysis, 1986, New Jersey
Clinic (SREA) - #201 Instructor, 1987, U. of Illinois
Clinic (SREA) - #201 Instructor, 1988, Illinois
Seminar (SREA) - Professional Practice, 1988, Florida
Symposium (SREA) - Market Analysis, 1988, California
Symposium (SREA) - Market Analysis, 1989, Minnesota

MBA Graduate School Courses: 1990 – 1991

Successfully completed the following graduate school courses:

- "Regulation of Real Estate Development"
- "Legal Issues In Real Estate"
- "Organizational Behavior and Management""
- "Real Estate Economics"
- "Urban Infrastructure & Environmental Analysis"
- "Marketing Management for Real Estate"
- "Real Properties Management"
- "Market Analysis and Site Selection"
- "Human Resource Management"
- "R. E. Finance: Instruments, Institutions & Investment Analysis"
- "Real Estate Accounting"
- "Commercial Real Estate Lending"
- "Construction Technology and the Building Development Process"

SEMINAR (AI) - Cost Approach (1992/Boston)
SEMINAR (AI) - Rates & Ratios (1992/Boston)
SEMINAR (AI) - International Appraising (1992/Boston)
SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
SEMINAR (AI) - ADA ACT (1993/Reno)
SEMINAR (AI) - Hotel Valuation (1993)
SEMINAR (AI) - Income Capitalization, Methods (1993)
SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
SEMINAR (AI) - Verifying Market Data (1994)
SEMINAR (AI) - Market Studies for Appraisals (1994)
SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)

E)EDUCATIONAL BACKGROUND - (Partial List, continued)

SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
SEMINAR (AI) - Public Safety & Property Values (1995)
SEMINAR (AI) - Outparcel Valuation (1995)
SEMINAR (AI) - Computer Technology Video Conference (1995)
SEMINAR (AI) - The Internet & the Appraiser (1996)
SEMINAR (AI) - Florida Commercial Construction (1996)
SEMINAR (AI) - Real Property Rights in Florida (1996)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
SEMINAR (AI) - Valuation of Trees (1997)
3-DAY COURSE - Environmental Permitting/Mitigation/Mitigation Banking/Contamination Risk Management-Liability/Wetlands/ Hazardous Wastes/Lender Liability (1997/Marco Beach. FL)
SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)
COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
SEMINAR (AI) - Non-Conforming Uses (1998)
SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1998)
SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)
COURSE (AI) - 14 Hour (2-day) Advanced Spreadsheet Modeling for Valuation Applications
SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
SEMINAR (AI) - Technology Forum Part II/Intermediate (1999)
SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)
SEMINAR (AI) - Attacking and Defending an Appraisal (1999)
SEMINAR (AI) - Federal Appraisal Requirements ("Yellow Book") (2000)
SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)
SEMINAR (AI) - Analyzing Income Producing Properties (2000)
SEMINAR (ATIF) - 1031 Tax Deferred Exchanges (2000)
COURSE (AI) - USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI) - Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI) - State of the Appraisal Profession (2001)
2-Day SEMINAR - Eminent Domain, by CLE International, Tampa, Florida (2001)
SEMINAR (AI) - Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI) - Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI) - Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI) - How to Appraise the Ugly House (2002)
COURSE (AI) - 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI) - Market Trends for 2003 (2003)
SEMINAR (AI) - Update on Code of Professional Ethics (2003)
PANEL (AI) - Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI) - Florida State Law for Real Estate Appraisers (2003)
SEMINAR (AI) - Appraisal Agreements (2003)
SEMINAR (AI) - Analyzing Distressed Real Estate (2004)
SEMINAR (AI) - Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI) - 7 Hour National USPAP Update Course #1400 (2004)
SEMINAR (AI) - Inverse Condemnation (2004)
SEMINAR (AI) - Appraiser Independence in the Loan Process (2004)
SUMMIT (AI) - Moderator at 2-day Appraisal Summit in Washington, D.C. (12/2004)
SEMINAR (AI) - Loss Prevention Program for Real Estate Appraisers (2005)
SEMINAR (AI) - Valuation of Wetlands (7/2005)
SEMINAR (AI) - Tri-County Residential Symposium (8/2005)
SEMINAR (AI) - "Cool Tools" Internet Resources and Use for Valuation (2/2006)
SEMINAR (AI) - FREAB 7-Hour National USPAP Update (5/2006)
SEMINAR (AI) - FREAB 3-Hour Florida State Law for Real Estate Appraisers (5/2006)
SEMINAR (AI) - USPAP Scope of Work & New Requirements (8/2006)
SEMINAR (AI) - USPAP Reappraising, Readdressing & Reassigning Appraisal Reports (2/2007)
SEMINAR (AI) - AI Summary Appraisal Report/Residential (4/07)
COURSE (Fla.) -14-Hour Continuing Education (including 3-Hour Florida Core Law) (7/2007)
SEMINAR (AI) - Real Estate Fraud: Appraisers Beware! (8/2007)
SEMINAR (AI) - Florida Law for Real Estate Appraisers (11/2007)
COURSE (AI) - Business Practices and Ethics – 8 hours (12/2007)
SEMINAR (AI) - Supervisor Trainee Roles and Rules (2/2008)
SEMINAR (AI) -7 Hour National USPAP (4/2008)
SEMINAR (AI) - USPAP Hypothetical Conditions & Extraordinary Assumptions (5/2008)
SEMINAR (AI) - Litigation Skills for the Appraiser – 7-Hour Seminar (9/2008)
SEMINAR (AI) - Public Sector Appraising (2/2009)

E) EDUCATIONAL BACKGROUND - (Partial List, continued)

WEBINAR (AI) - Develop an Effective Marketing Plan (3/2009)
SEMINAR (AI) - Inspecting the Residential "Green House" (4/2009)
SEMINAR (AI) - Property Tax Assessment (5/2010)
SEMINAR (AI) - Supervisor Trainee Roles and Rules (7/2010)
SEMINAR (AI) - Florida Law for Real Estate Appraisers (7/2010)
SEMINAR (AI) - 7-Hour Introduction to Valuation for Financial Reporting – Chicago (5/2009)
SEMINAR (AI) - Government Regulations & Their Effect on R.E. Appraising (8/2009)
SEMINAR (AI) - R.E.Market: How We Got Here, Where We Are, Where We're Going (10/2009)
SEMINAR (AI) - 7 Hour National USPAP Update Course (10/1/2010)
COURSE (AI) - 7 Hour Introduction to Conservation Easement Valuation (12/10/2010)
SEMINAR (AI) - The Real Estate Market (2/18/2011)
COURSE (AI) - 16 Hours Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book") (2/25-26/2011)
WEBINAR (AI) - Real Estate Industry Perspectives on Lease Accounting (4/7/2011)
COURSE (AI) - 15 Hour Appraisal Curriculum Overview (5/19-20/2011)
WEBINAR (AI) - 2-hour Investment Property Accounting Standards (6/8/2011)
SEMINAR (AI) - 3 Hour Spotlight on USPAP – Agreement for Services (7/15/2011)
COURSE (AI) - 14 Hours (2-day) Advanced Excel Spreadsheet Modeling for Valuation Applications (9/22 & 9/23/2011)
SEMINAR (AI) - Trial Components (11/4/11)
SEMINAR (AI) - Lessons from the Old Economy Working in the New (1/20/2012)
7-Hour USPAP - National USPAP Update (3/9/2012)
3-Hour Fla. Law - State Law Update (3/9/2012)
SEMINAR (AI) - Appraisal Review for General Appraisers (4/12/2012)
SEMINAR (AI) - Land Valuation (4/20/2012)
SEMINAR (AI) - The Valuation of Warehouses (6/22/2012)
SEMINAR (AI) - Town Hall Meeting: 2012 Appraisal Institute Forum (7/12/2012)
SEMINAR (AI) - IRS Valuation (7/19/2012)
SEMINAR (AI) - 7 Hour Business Practices and Ethics Course (12/7/2012)
SEMINAR (AI) - Real Estate Forecast 2013 (1/25/2013)
COURSE (AI) - 7 Hour Advanced Marketability Studies (5/6/2013)
SEMINAR (AI) - Developing a Supportable Workfile (11/15/2013)
SEMINAR (AI) - Florida Appraisal Law Course (2/7/2014)
SEMINAR (AI) - Liability Issues for Appraisers performing Litigation & Non-Lending Work (2/24/2014)
COURSE (AI) - 7 Hour National USPAP Update Course (4/25/2014)
SEMINAR (AI) - Economic Conditions (5/16/2014)
SEMINAR (AI) - Fundamentals of Going Concerns (7/16/2014)
SEMINAR (AI) - Litigation Assignments for Residential Appraisers (7/24/2014)
SEMINAR (AI) - Economic Engines of Miami-Dade County, Florida (1/23/2015)
SEMINAR (AI) - Economic Engines Driving Broward County, Florida (5/15/2015)
3-Hour Fla.Law - Florida Real Estate Broker 14-hour Continuing Education Course (incl. 3 hour core law) with exam (9/2015)
SEMINAR (AI) - Drone Technology & its Effect on Real Estate Valuations (11/2015)
SEMINAR (AI) - Loss Prevention for Real Estate Appraisers (1/22/2016)
COURSE (AI) - 7-Hour National USPAP Update Course (4/22/2016)
SEMINAR (AI) - 3-Hour Florida Appraisal Law (4/22/2016)
SEMINAR (AI) - 4-Hour Appraisals in the Banking Environment (5/6/2016)
SEMINAR (AI) - Appraising the Tough One: Mixed Use Properties (8/19/2016)
SEMINAR (AI) - 4-Hour Business Practices & Ethics (12/02/2016) 5-Year Requirement
WEBINAR (AI) - 2-Hour Yellow Book Changes – Overview for Appraisers (1/11/2017)
SEMINAR (AI) - 3-Hours Economic Engines Driving Broward County in 2017 (1/27/2017)
COURSE (AI) - 7-Hours: Introduction to Green Buildings Principles & Concepts (2/24/2017)
COURSE (AI) - 4 Hours: Another View of the Tough One: Sales Comparison Approach for Mixed-Use Properties (5/19/2017)
SEMINAR (AI) - 4 Hours: Appraising for Federal Office of Valuation Services & Yellow Book Review (8/18/2017)
COURSE (BR) - 14 Hours Real Estate Continuing Education, including 3-Hour Florida Real Estate Core Law (9/13/2017)
COURSE (AI) - 4-Hours: 2-4 Unit Small Residential Income Property Appraisals (11/3/2017)
COURSE (AI) - 15 Hours "Yellow Book" Uniform Appraisal Standards for Federal Land Acquisitions – Passed Exam (11/10/2017)
SEMINAR (AI) - 3 Hours "Hot Topics and Myths in Appraiser Liability" (1/26/2018)
COURSE (AI) - 7-Hour National USPAP Update Course (2/9/2018)
SEMINAR (AI) - 3 Hours Florida Appraisal Law (2/9/2018)
SEMINAR (AI) - 3 Hours "Parking Impact on Florida Properties" (5/4/2018)
SEMINAR (AI) - 4 Hours "Technology Tips for Real Estate Appraisers" (9/21/2018)
SEMINAR (AI) - 3 Hours "Airport Appraisals) (01/25/2019)
SEMINAR (AI) - 4 Hours "Understanding an Investigation by a State Appraiser Regulatory Board or Agency (5/17/2019)
SEMINAR (AI) - The 50% FEMA Appraisal Rule (8/23/2019)
COURSE (BR) - 14 Hours Required Education (8 hrs. Specialty Education; 3 hrs. Core Law; 3 hrs. Business Ethics (9.3.2019)
SEMINAR (AI) - Artificial Intelligence, AVMs, and Blockchain: Implications for Valuation. (1/24/2020)

F) APPRAISAL TEACHING EXPERIENCE

Licensed by the Florida Department of Education to Teach (Certificate No. 275236). Authored and taught Residential and Commercial Real Estate Appraisal Courses for Broward County Adult Education Program. Taught Course 101 - Society of Real Estate Appraisers. Taught Course 201 - Society of Real Estate Appraisers. Taught Appraisal Seminars - Board of Realtors, ASA, SREA, and AI (Appraisal Institute). Adjunct Professor, University of Florida Division of Continuing Education: (taught Course 2, "Real Estate Principles and Practices" to prospective Florida Real Estate Brokers).

G) PROFESSIONAL OFFICES HELD/AWARDS

NATIONAL B.O.D. MEMBER	-	BOARD OF DIRECTORS of APPRAISAL INSTITUTE (2006- 2008)
AWARD	-	Appraisal Institute "NATIONAL PRESIDENTS AWARD" 2008
AWARD	-	Appraisal Institute "LIFETIME ACHIEVEMENT AWARD" 2011 For "high ethical standards, contributions to the Appraisal Institute, Community and Appraisal Profession for at least 20 years."
CHAIR	-	REGION X - All of Florida - Appraisal Institute (2008)
VICE-CHAIR	-	REGION X - All of Florida - Appraisal Institute (2007)
THIRD DIRECTOR	-	REGION X - All of Florida - Appraisal Institute (2006)
FINANCE OFFICER	-	REGION X – All of Florida – Appraisal Institute (2006)
PRESIDENT	-	BROWARD COUNTY, SOCIETY OF REAL ESTATE APPRAISERS
PRESIDENT	-	BROWARD COUNTY, AMERICAN SOCIETY OF APPRAISERS
CHAIR	-	FLA. STATE GOVERNMENT RELATIONS SUBCOMMITTEE OF AI
CHAIR	-	FLA. STATE LEGISLATION & REGULATION SUBCOMMITTEE OF AI

G) PROFESSIONAL OFFICES HELD/AWARDS

CHAIR	-	FLORIDA REALTORS COMMITTEE ON COMMITTEE REFORMS
CHAIR	-	EDUCATION COMMITTEE, FT. LAUDERDALE CHAPTER AI
CHAIR	-	CANDIDATES GUIDANCE COMMITTEE, FT .LAUDERDALE CHAPTER AI
CHAIR	-	NATIONAL Valuation for Financial Reporting PROJECT TEAM OF AI
VICE CHAIR & MEMBER	-	NATIONAL GOVERNMENT RELATIONS COMMITTEE OF AI (15 Years)
MEMBER	-	NATIONAL LONG RANGE PLANNING COMMITTEE OF AI
MEMBER	-	NATIONAL PUBLIC AFFAIRS COMMITTEE OF AI
DIRECTOR	-	REGION X (Florida) Appraisal Institute
MEMBER	-	REGION X (FLORIDA) ETHICS AND COUNSELING PANEL
DIRECTOR	-	BROWARD COUNTY, FLORIDA SOCIETY OF REAL ESTATE APPRAISERS
DIRECTOR	-	SOUTH FLORIDA CHAPTER AMERICAN SOCIETY OF APPRAISERS
MEMBER	-	NATIONAL EXPERIENCE REVIEW PANEL MEMBER OF AI
SPECIAL MASTER	-	BROWARD COUNTY BOARD OF TAX ADJUSTMENT
COMMISSIONER	-	17TH JUDICIAL CIRCUIT COURT, Broward County, FL
MEMBER	-	2013 APPRAISAL INSTITUTE NATIONAL BUSVAL PROJECT TEAM

H) PROFESSIONAL PUBLICATIONS & PRESENTATIONS

Wrote and taught a basic Residential Appraisal Course for the Broward County Adult Education Div. of the Dept. of Education;
Wrote and taught an Income Appraisal Course for the Broward County Adult Education Division of the Department of Education;
Co-authored and taught an appraisal course on Mortgage-Equity Capitalization for the American Society of Appraisers.
Authored and taught a Florida State and Appraisal Institute 3-hour accredited course in "The Legislation, Regulation and Appraisal of Real Property Rights in Florida September 7, 1996.
Presentation on "Gramm-Leach-Bliley" Federal Privacy Act of 1999 for South Florida Chapter of American Society of Appraisers on October 24, 2001.
Presented 3-hour Florida CEU-credit seminar on "Appraisers and the Gramm-Leach-Bliley Act" before the South Florida Chapter of the Appraisal Institute on July 27, 2002.
Presenter at 6.5 Hour CLE-credit Attorney Seminar on Florida Eminent Domain, "Valuation and Damage Issues" February 2, 2006, Fort Lauderdale, Florida

I) CIVIC INVOLVEMENT

MEMBER OF ROTARY INTERNATIONAL / PAUL HARRIS FELLOW
MEMBER OF THE GREATER FORT LAUDERDALE OPERA GUILD
MEMBER FLORIDA PHILHARMONIC BROWARD TRUSTEES
MEMBER OF THE BROWARD COUNTY LIBRARY SUPPORT GROUP ("BYBLOS")
MEMBER CIRCLE OF FRIENDS – NOVA SOUTHEASTERN LIBRARY FOUNDATION
MEMBER NOVA SOUTHEASTERN UNIVERSITY ALUMNI ASSOCIATION
MEMBER OF THE FORT LAUDERDALE HISTORICAL SOCIETY
MEMBER OF THE BROWARD COUNTY MUSEUM OF THE ARTS
MEMBER OF THE FORT LAUDERDALE / BROWARD COUNTY CHAMBER OF COMMERCE
MEMBER OF THE BETTER BUSINESS BUREAU OF SOUTH FLORIDA
LIFETIME HONORARY MEMBER FLORIDA SHERIFF'S ASSOCIATION
MEMBER NATIONAL & FT. LAUDERDALE COUNCILS U.S. NAVY LEAGUE
U.S. ARMY VETERAN WWII (RA 17212681) - HONORABLE DISCHARGE 1949

Claudia Vance, MAI

Appraiser · Real Estate Analyst · Reviewer
Vance Real Estate Service · 7481 NW 4 Street · Plantation · FL · 33317
Office: 954·583·2116 Cell: 954·647·7148 Email: vanceval@att.net
Web Site: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Designated appraisers perform the appraisal work, no trainees. Our appraisals are used for financial/ mortgage loan purposes from large mixed use complexes to small owner- occupied properties. We have the qualifications for appraisals submitted to SBA.
Jesse B. Vance, Jr., MAI, SRA, ASA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, deficiency judgments, marriage dissolution, and estates. Our firm values most types of real property interests, timely, professionally, and at competitive costs.

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ LICENSES
MAI Designation - APPRAISAL INSTITUTE No. 9451
State-Certified General Real Estate Appraiser No. RZ-173
Florida State Licensed Real Estate Broker No. BK 0161305
VOSB Veteran-Owned Small Business (CCR/Duns 826494957)

B) WORK HISTORY
1983 - Current Vice President - Vance Real Estate Service
1981 – 1983 President - The Appraisal Company, Fort Lauderdale, Florida

C) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION
U.S. Bankruptcy Court, Southern District of Florida
Florida Circuit Court: Broward County

D) PROFESSIONAL DEVELOPMENT PROGRAM REGISTRIES
Valuation of Sustainable Buildings: Commercial
Valuation of Sustainable Buildings: Residential

E) EXPERIENCE: 35+years appraising and analyzing real property interests in South Florida.

F) APPRAISER SPECIAL MAGISTRATE FOR THE BROWARD CO VALUE ADJUSTMENT BOARD 2002-2010

Partial list of real property types valued:
High value residences, Condominiums/ Co-operatives, Office, Industrial, Multi-family, Restaurants/ bars, Auto dealerships, City Centers, Hotels/ motels, Houses of worship, Schools, Child care centers, Self-storage, Funeral home, Animal Hospital, Mixed use, Nursing homes, Gas sales stations, Marinas, Mobile home parks, Shopping centers, Country clubs/ golf courses, Financial institutions, Bowling centers, Vacant land, Agricultural properties, Environmentally sensitive land

Types of Reports:
Market Value, Eminent Domain, Marketability, Feasibility, Highest and Best Use, Investment Analyses, Partial Interests, Easement Valuations, Estate planning, Marriage dissolution, Land use studies, Damage/ Contamination studies

G) PARTIAL LIST OF CLIENTS –

PRIVATE: Individuals, Corporations, Attorneys, Accountants, Habitat for Humanity, Seminole Tribe of Florida

COMMERCIAL BANKS: Wells Fargo; BankAtlantic; SunTrust; Citigroup; Space Coast Credit Union; State Farm Bank; Florida Shores Bank; American National Bank; Landmark Bank; City National Bank; Englewood Bank & Trust

SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES

FLORIDA CITIES: Fort Lauderdale, Plantation, Cooper City, Deerfield Beach, Tamarac, Oakland Park, Wilton Manors, Davie, Hollywood, Pembroke Pines, Hallandale Beach, Lauderhill, Southwest Ranches, Miramar, Boca Raton, Boynton Beach, West Palm Beach, Delray Beach

FLORIDA COUNTIES and AGENCIES: Broward, Palm Beach, Broward County Board of County Commissioners, School Board of Broward County, Broward County Housing Authority

STATE OF FLORIDA Department of Transportation (FDOT), Department of Environmental Protection

U.S. Department of Veterans Affairs, **U.S. Department of Treasury (IRS), U.S Marshall's Service, U.S. Attorney**

H) EDUCATIONAL BACKGROUND

Academic:

Bachelor of Arts Degree – University of New Orleans, New Orleans, LA – Major: English

Professional:

Symposium (SREA) - Market Analysis, 1983, Philadelphia
Symposium (SREA) - Market Analysis, 1984, Atlanta
Symposium (SREA) - Market Analysis, 1985, Vancouver
Symposium (SREA) - Market Analysis, 1986, Atlantic City
Symposium (SREA) - Market Analysis, 1988, Los Angeles
SEMINAR (AI) - Cost Approach (1992/Boston)
SEMINAR (AI) - Rates & Ratios (1992/Boston)
SEMINAR (AI) - International Appraising (1992/Boston)
SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
SEMINAR (AI) - ADA ACT (1993/Reno)
SEMINAR (AI) - Hotel Valuation (1993)
SEMINAR (AI) - Income Capitalization, Methods (1993)
SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
SEMINAR (AI) - Verifying Market Data (1994)
SEMINAR (AI) - Market Studies for Appraisals (1994)
SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)
SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
SEMINAR (AI) - Public Safety & Property Values (1995)
SEMINAR (AI) - Outparcel Valuation (1995)
SEMINAR (AI) - Computer Technology Video Conference (1995)
SEMINAR (AI) - The Internet & the Appraiser (1996)
SEMINAR (AI) - Florida Commercial Construction (1996)
SEMINAR (AI) - 1996 Data Exchange (1996)
SEMINAR (AI) - Real Property Rights in Florida (1996)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
SEMINAR (AI) - Valuation of Trees (1997)
SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)
COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
SEMINAR (AI) - Non-Conforming Uses (1998)
SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1998)
SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)
SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
SEMINAR (AI) - Technology Forum Part II/Intermediate (1999)
SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)
SEMINAR (AI) - Attacking and Defending an Appraisal (1999)
SEMINAR (AI) - Federal Appraisal Requirements (2000)
SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)

H) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI)	- Analyzing Income Producing Properties (2000)
COURSE (AI)	- USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI)	- Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI)	- State of the Appraisal Profession (2001)
SEMINAR (AI)	- Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI)	- Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI)	- Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI)	- How to Appraise the Ugly House (2002)
COURSE (AI)	- 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI)	- Market Trends for 2003 (2003)
SEMINAR (AI)	- Update on Code of Professional Ethics (2003)
PANEL (AI)	- Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2003)
SEMINAR (AI)	- Appraisal Agreements (2003)
SEMINAR (AI)	- Analyzing Distressed Real Estate (2004)
SEMINAR (AI)	- Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI)	- National USPAP Course (2004)
SEMINAR (AI)	- Inverse Condemnation (2004)
SEMINAR (AI)	- Loss Prevention (2005)
SEMINAR (AI)	- Single Family Fraud Awareness (2005)
SEMINAR (AI)	- Guide to the new URAR form (2005)
SEMINAR (AI)	- Technologies for Real Estate Appraisers (2006)
SEMINAR (AI)	- The Appraiser's Role in New Urbanism (2006)
SEMINAR (AI)	- National USPAP Update (2006)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2006)
SEMINAR (AI)	- Scope of Work and the New USPAP Requirements (2006)
SEMINAR (AI)	- Energy Star and the Appraisal Process (2006)
SEMINAR (AI)	- Reappraising, Readdressing, and Reassigning Appraisals (2007)
SEMINAR (AI)	- Real Estate Fraud (2007)
SEMINAR (AI)	- Forecasting Revenue (2007)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2007)
COURSE (AI)	- Business Practice and Ethics #420 (2007)
SEMINAR (AI)	- Supervisor – Trainee Roles and Rules (2008)
COURSE (AI)	- 7 Hour National USPAP Update #400 (2008)
SEMINAR (AI)	- Hypothetical Conditions and Assumptions (2008)
SEMINAR (AI)	- Real Estate Economy (2008)
SEMINAR (AI)	- Public Sector Appraising (2009)
SEMINAR (AI)	- Inspecting the residential "green" house (2009)
WEBINAR (AI)	- Value for Financial Reporting (2009)
SEMINAR (AI)	- The Real Estate Market in 2009
SEMINAR (AI)	- New Government Regulations (2009)
SEMINAR (AI)	- Property Tax Assessment (2010)
SEMINAR (AI)	- 7 Hour National USPAP (2010)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2010)
SEMINAR (AI)	- Supervisor/ Trainee Roles and Rules (2010)
SEMINAR (AI)	- The Real Estate Market (2011)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions- "Yellow Book" (2011)
COURSE (AI)	- 15 Hour Appraisal Curriculum Overview (2011)
SEMINAR (AI)	- Spotlight on USPAP – Agreement for Services (2011)
SEMINAR (AI)	- Trial Components (2011)
SEMINAR (AI)	- Lessons from the Old Economy Working in the New (2012)
SEMINAR (AI)	- Appraisal Review for General Appraisals (2012)
COURSE (AI)	- National USPAP Update (2012)
SEMINAR (AI)	- Florida Law (2012)
SEMINAR (AI)	- Land Valuation (2012)
SEMINAR (AI)	- Valuation of Warehouses (2012)
SEMINAR (AI)	- IRS Valuation (2012)
SEMINAR (AI)	- Business Practices and Ethics (2012)
SEMINAR (AI)	- Real Estate Forecast (2013)
SEMINAR (AI)	- Advanced Marketability Studies (2013)
SEMINAR (AI)	- Developing a Supportable Workfile (2013)

H) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI)	- Florida Appraisal Law (2014)
SEMINAR (AI)	- Liability Issues for Appraisers performing Litigation & Non-Lending Work (2014)
COURSE (AI)	-7 Hour National USPAP Update Course (2014)
SEMINAR (AI)	- Florida Law (2014)
SEMINAR (AI)	- New Real Estate Economy (2014)
SEMINAR (AI)	- Economic Engines of Miami-Date County (2015)
SEMINAR (AI)	- Economic Engines of Broward County (2015)
SEMINAR (AI)	- Tightening the Appraisal (2015)
SEMINAR (AI)	- Evaluating Commercial Construction (2015)
SEMINAR (AI)	- Drone Technology (2015)
SEMINAR (AI)	- Loss Prevention for Appraisers (2016)
COURSE (AI)	- 7 Hour National USPAP Update (2016)
SEMINAR (AI)	- Florida Law (2016)
SEMINAR (AI)	- Redefining the Appraisal & Its Role in an Evolving Banking Environment (2016)
SEMINAR (AI)	- The Tough One, Mixed use properties (2016)
SEMINAR (AI)	- Business Practices & Ethics (2016)
SEMINAR (AI)	- Economic Engines Driving Broward County (2017)
SEMINAR (AI)	- Introduction to Green Buildings & passed exam (2017)
SEMINAR (AI)	- Another View of the Tough Ones (2017)
SEMINAR (AI)	- Appraising for the Office of Valuation Services, Department of the Interior (2017)
SEMINAR (AI)	- Case Studies in Appraising Green Residential Buildings & passed exam (2017)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions & passed exam (2017)
SEMINAR (AI)	-Hot Topics & Myths in Appraiser Liability (2018)
COURSE (AI)	- 7 Hour National USPAP Update (2018)
SEMINAR (AI)	- Florida Law (2018)
SEMINAR (AI)	-Parking & Its Impact on Florida Properties (2018)
SEMINAR (AI)	-What's New in Residential Construction (2018)
SEMINAR (AI)	-Valuation Resources for Solar Photovoltaic Systems (2018)
SEMINAR (AI)	-Technology Tips for Real Estate Appraisers (2018)
SEMINAR (AI)	-Residential & Commercial Valuation of Solar & passed exam (2018)
SEMINAR (AI)	-Airport Appraisals (2019)
SEMINAR (AI)	-Practical Applications in Appraising Green Commercial Properties & passed exam (2019)

I) PROFESSIONAL INVOLVEMENT

Region X Representative of the Appraisal Institute 2006 – 2009
President of the South Florida Chapter of the Appraisal Institute - 2003
First Vice-President of the South Florida Chapter of the Appraisal Institute -2002
Second Vice-President of the South Florida Chapter of the Appraisal Institute -2001
Secretary of the South Florida Chapter of the Appraisal Institute -2000
Treasurer of the South Florida Chapter of the Appraisal Institute - 1999
Chair of the Education Committee of the S. Florida Chapter of the Appraisal Institute - 1995, 1996, 1997, 1998, 2007- 2018
Director of the South Florida Chapter of the Appraisal Institute 1996 - 1998
Member of Region X (Florida) Ethics and Counseling Panel –AI
Graduate of the Florida REALTORS Institute (GRI)

J) CIVIC INVOLVEMENT

Member of the Navy League of the United States – Fort Lauderdale Council
Lifetime Honorary Member- Florida Sheriff's Association
Member of Zeta Tau Alpha Alumnae Fraternity

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission:
As requested by the City Commission, staff will be presenting additional information regarding the City's park level of service standard.

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Attachment	Staff Presentation

Level of Service: Parks

City Commission Meeting

Parks & Recreation

June 21, 2022

Parks Master Plan Process

Four Public Meetings

Four Steering Committee Meeting

Focus Group Meetings with
City Manager
Mayor/Commissioners
Senior Advisory Boards
Sustainability Committee
Public Arts Board
Parks & Recreation Board +
Other relevant Stakeholders

Parks Master Plan Process

- Project Coordination
- Planning Context
- Demographic Context
- Park System Context
- Context Summary Document

- Qualitative Analysis
- Quantitative Analysis
- Anecdotal Analysis
- Needs + Priorities Summary Document

- Long-Range Vision Workshop
- Capital + O&M Costs
- Parks and Recreation Vision Summary Document

- Funding Alternatives
- Prioritization
- Implementation Strategy Summary Document

- Draft Final Master Plan
- Final Master Plan

Target adoption: February 2023

Level of Service (LOS)

City of Boynton Beach Comprehensive Plan

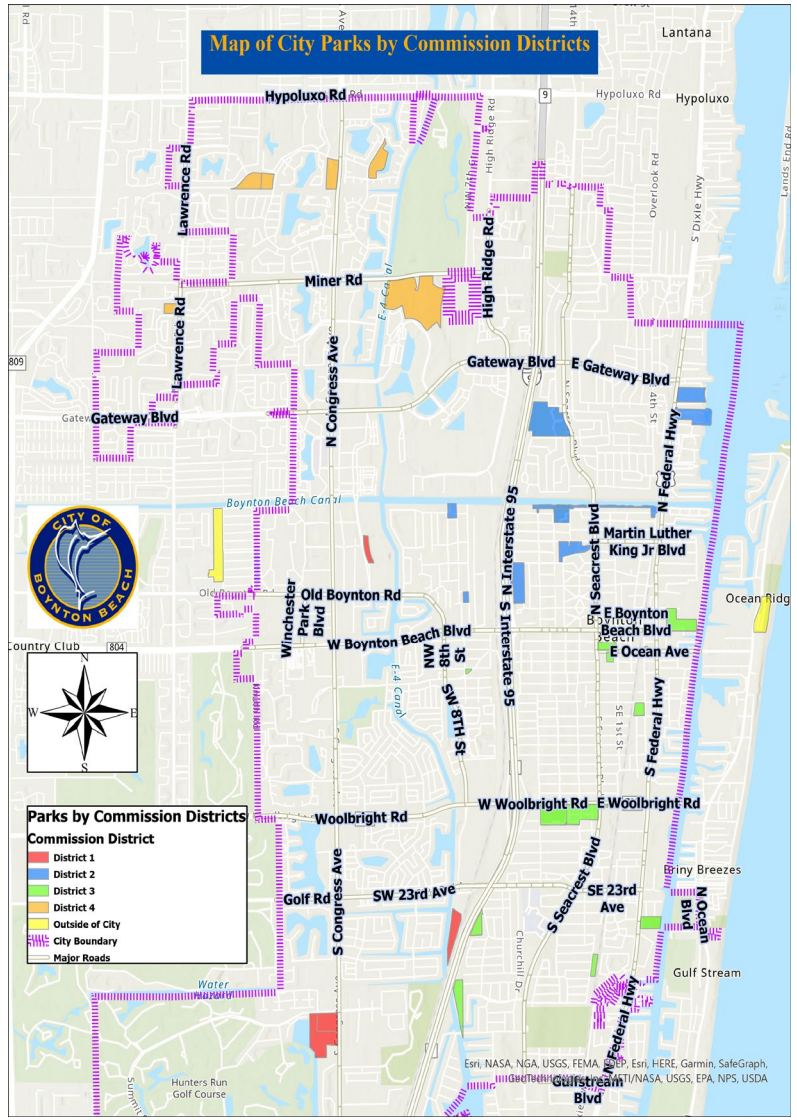
Policy 5.3.1

The City shall adopt and maintain a level of service of **2.5 acres of developed parkland** per 1,000 residents.

Level of Service standard of does not include:

- Undeveloped park land
- Private Golf Courses
- Conservation Land
- Preservation Land
- Bodies of Water (Lakes & Canals)

Standard has been in effect since the adoption of the 1989 Comprehensive Plan (pursuant to requirements of the 1985 Growth Management Act).



Park LOS Comparison

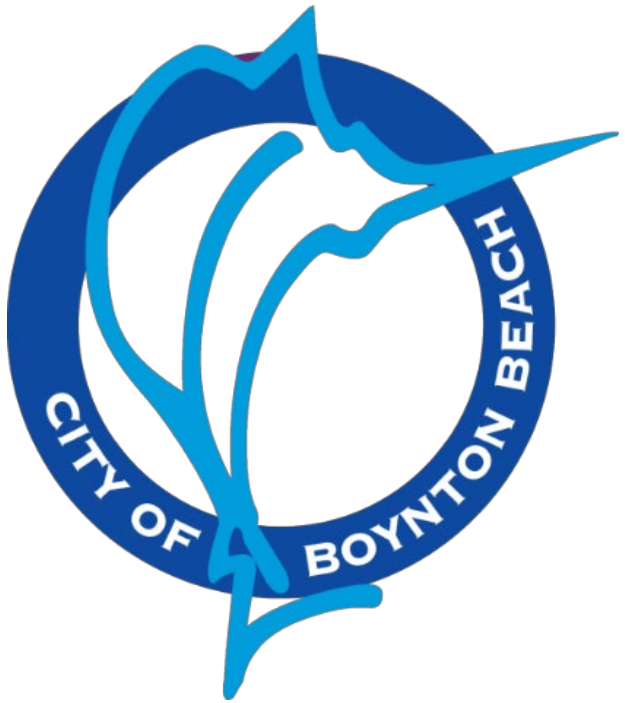
	Boca Raton	Boynton Beach
City Size (mi^2)	39.59	16.57
Population	~92,000	~80,089
Developed Parks- City (acres)	374.57	231.25
Developed Parks -other agency* (acres)	*381.3*	*66.34*
Trails (acres)	17.35	11.4
Golf Course (acres)	26.20	150
Planned Parks – City (acres)	319.01	96.19
Planned Parks - other agency* (acres)	*280.74*	*0*
Schools	12	185.93
LOS (Acres /1000 Population)	**15.34**	**9.26**

*Greater Boca Raton Beach & Park District or Palm Beach County

Park LOS Comparison

	Boca Raton	Boynton Beach
City Size (mi^2)	39.59	16.57
Population	~92,000	~80,089
Developed Parks- City (acres)	374.57	231.25
Developed Parks -other agency* (acres)		
Trails (acres)	17.35	11.4
Golf Course (acres)	26.20	150
Planned Parks – City (acres)	319.01	96.19
Planned Parks - other agency* (acres)		
Schools	12	185.93
LOS (Acres /1000 Population)	**8.14**	**8.43**

*Greater Boca Raton Beach & Park District or Palm Beach County


CITY OF BOYNTON BEACH

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission: Proposed Ordinance No. 22-014 - Second Reading - Approve the request for historic designation of 330 NW 1st Avenue, and the addition of this 1924, Mission Style, one-story single-family house to the City's Local Registry of Historic Sites. Applicant: Edward J. Bradley, property owner.

Explanation of Request:
A principal objective of the City's Historic Preservation Program is to maintain a list of properties that are eligible for preservation and build upon the list of sites that are added to the Local Registry. This Ordinance is being processed in accordance with the procedural requirements adopted in the Land Development Regulations, Chapter 2, Article II, Section 6.B, and the guidelines and eligibility criteria in Chapter 4, Article IX, Section 6.B.

For consideration is the request for designation of 330 NW 1st Avenue, and the addition of this 1924, Mission Style, one-story single-family house to the City's Local Registry of Historic Sites. See attached Ordinance, application for designation, and the Designation Report from Historica. LLC. The applicant, and current property owner, is Mr. Ed Bradley.

Properties eligible for designation are normally at least 50 years old, and have significance in one or more of the following areas:

a. Association with events that have made a significant contribution to the broad patterns of the City's history;
b. Association with the lives of persons significant in the City's past;
c. Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;
d. Has yielded, or may be likely to yield, information important in prehistory or history; and/or
e. Is listed in the National Register of Historic Places.

The property was constructed in 1924 and designed in the Mission architectural style. This design style represents approximately one-quarter of the properties documented in the City's 1996 Historic Sites Survey, which was common during the brief Boom Time Era that ended when the market crashed in 1928. Only one historic house designed in the Mission style that was constructed after 1928, is documented in the 1996 Survey (Circa 1930) . Although the application indicates the construction date as 1920, the research conducted as part of the designation analysis determined the construction date of the house to be 1924, consistent with the data within the Historic Site Survey.

The designation report also confirms the property's eligibility for placement on the City's Local Registry of Historic Sites, reporting that the house embodies the distinctive characteristics of the valued Mission style architecture, that the defining elements have been preserved, and that the property has retained much of its integrity of design, material, workmanship and association, and that it is truly representative of events that contributed to the City's history.

Staff and the City's Historic Resources Preservation Board recommends that the subject ordinance be approved thereby adding 330 NW 1st Avenue to the City's Local Registry of Historic Sites.

The second reading of this Ordinance was advertised on June 11, 2022.

How will this affect city programs or services? This request represents an integral component of the City's Historic Preservation Program.

Fiscal Impact: Studies have confirmed the economic benefits to a community from local preservation efforts.

Alternatives: None recommended.

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance designating 330 NW 1st Avenue as historic
🗋	Other	Application for Designation
🗋	Staff Report	Historic Designation Report
🗋	Exhibit	Slide Presentation

ORDINANCE NO. 22 -___

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, DESIGNATING THE PROPERTY KNOWN AS CASITA DE SUEÑOS LOCATED AT 330 NW 1ST AVENUE, BOYNTON BEACH, WHICH IS MORE FULLY DESCRIBED HEREIN, AS A LOCAL HISTORIC SITE AND THE ADDITION OF THIS 1924, MISSION STYLE, ONE-STORY SINGLE-FAMILY HOUSE TO THE CITY'S LOCAL REGISTRY OF HISTORIC SITES; PROVIDING A NON-SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article II, Section 6.B of the City of Boynton Beach Land Development Regulations provides for the designation and protection of historic sites in the City of Boynton Beach, and the guidelines and eligibility criteria in Chapter 4, Article IX, Section 6.B; and

WHEREAS, the home was constructed in 1924 and designed in the Mission architectural style which represents approximately one-quarter of the properties documented in the City's 1996 Historic Sites Survey, which was common during the brief Boom Time Era that ended when the market crashed in 1928; and

WHEREAS, the Historic Preservation Board of the City of Boynton Beach on May 23, 2022 recommended that the property at 330 NW 1st Avenue, Boynton Beach be designated a historic site; and

WHEREAS, Staff and the City's Historic Resources Preservation Board recommends that the subject ordinance be approved thereby adding 330 NW 1st Avenue to the City's Local Registry of Historic Sites; and

WHEREAS, the City Commission of the City of Boynton Beach has conducted a duly noticed public hearing in regard to the designation of the property at 330 NW 1st Avenue, Boynton Beach as a historic site.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. The Casita De Sueños is located at 330 NW 1st Avenue and is hereby designated in accordance with and under the provisions of the Land Development

Regulations, Chapter 2, Article II, Section 6.B, and the guidelines and eligibility criteria in Chapter 4, Article IX, Section 6.B of the City of Boynton Beach Land Development Regulations and shall be added to the City's Local Registry of Historic Sites.

Section 3. It is the intention of the City Commission of the City of Boynton Beach that this Ordinance and each and every of its terms be considered a part of a single whole and that the Ordinance not be severable and that if a court of competent jurisdiction finds that any section of this Ordinance is unlawful or unenforceable the Ordinance shall be unenforceable it its entirety.

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

FIRST READING this 7th day of June, 2022.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
PLANNING & ZONING DIVISION
100 East Boynton Beach Boulevard
Boynton Beach, FL 33435
Phone: (561) 742-6260

City Applications and Codes Accessed Via Website
www.boynton-beach.org
www.amlegal.com/boynton-beach_fl.us

10-03-11

HISTORIC SITE DESIGNATION APPLICATION

I. GENERAL INFORMATION: This application must be filled out completely, accurately, and submitted as an original to the Planning and Zoning Division; an incomplete application will not be processed. Print legibly (in ink) or type all information. The application and designation processes are further described in Chapter 4, Article IX, Section 6.C of the Land Development Regulations.

Submission requirements:

- One original and one copy of a completed application form.
- Two copies of all supporting documentation and photographs.
- One pdf copy of the application and supporting documentation.
- The applicable fee of $15.00 as adopted by the City Commission (please make checks payable to the City of Boynton Beach)

Minimum Required Supporting Documentation

Site location map
A map or survey identifying the boundary of the property to be designated
Photographs showing the site, all building elevations, significant features of the site or structure (all photographs must be credited)
A bibliography citing all references and sources e.g. titles of books, articles, websites and their authors, photographic credits etc. used in completing the application.

Examples of Optional Supporting Documentation

Copies of construction drawings and building permits
Historic photographs, maps and surveys
Copies of newspaper and magazine articles, diary excerpts
Transcripts of oral histories
Census data and historic deeds providing information on owners and tenants
Florida Master Site File forms
Information obtained from online sources
Any other relevant supporting information

All applicants must attend a pre-application conference with the Historic Preservation Planner. Please call (561) 742-6757 to schedule an appointment or ask any questions associated with the application.

In some cases it may be more convenient to submit two copies of a bound Designation Report including all images and documentation rather than submitting the application form with numerous attachments, especially if there is a substantial amount of supporting information. If this option is chosen an application form containing all required signatures must submitted; however, all other sections can refer the reader to the Designation Report.

It is strongly recommended that all applicants refer to National Register Bulletins 15 and 16A which contain detailed information on designation requirements and the terms included in the application. The bulletins are published by the US Department of the Interior and can be viewed or downloaded from: http://www.nps.gov/nr/publications/index.htm.

A. PROPERTY INFORMATION:

1. Property Name/Proposed Name: CASITA DE SUEÑOS

   Reason for selecting this name: Spanish for "Little House of Dreams"

2. Property Address: 330 NW 1ST AVENUE BOYNTON BEACH, FL 33435

3. Parcel Control Number (PCN)*: 08 - 43 - 45 - 28 - 10 - 006 - 0030
   CTY RNG TWP SEC SUB BLK LOT
   * List all PCN's on an attached addendum for applications comprised of multiple lots.

4. Legal Description*: Lots 3 and 4, Block 6, Boynton Heights Revised According to the Plat Thereof, As Recorded in Plat Book 10, At Page 64 of the Public Records of Palm Beach County, Florida
   * Provide on attached addendum if more space is needed.

5. Existing Land Use Classification (from Future Land Use Map): Low Density Residential

6. Existing Zoning District (from Official Zoning Map): R1A

7. Is the property located in the Community Redevelopment Agency area? Yes ☒ No ☐

8. If yes to Question #7 above, what is the name of the applicable redevelopment plan? 2016 Boynton Beach Community Redevelopment Plan

9. Property Type:
   Residential ☒ Commercial ☐ Public Building ☐ Archaeological Site ☐
   Other (describe) _____

10. Number of structures on the site: ONE

11. Current Designation:
    Is the site or structure individually listed on the National Register? Yes ☐ No ☒
    Is the site or structure located in a Local or National Historic District? Yes ☐ No ☒
    If the site or structure is in a district, is it a contributing site or structure? Yes ☐ No ☐

II. ARCHITECTURE & CONSTRUCTION DETAILS

A. ARCHITECTURAL INFORMATION (if unsure leave blank and staff will assist)

1. Original Use of Property: RESIDENCE

   Current Use of Property: RESIDENCE

2. Architectural Style: MISSION

3. Architect (if known): UNK

   Source: _____

4. Builder (if known): UNK

   Source: _____

5. Construction Dates: ~~1~~ 1920

   Source: TITLE DOCUMENTS

6. Has the structure been altered e.g. new windows, change of roof covering etc? Yes ☒ No ☐

   Details (Include descriptions, dates, and sources, continue on a separate sheet if required)

   WINDOWS DOORS

7. Have any additions been made to the property e.g. extra rooms, extensions? Yes ☐ No ☒

   Details (Include descriptions, dates, and sources, continue on a separate sheet if required)

8. Has the structure been moved? Yes ☐ No ☒

Details (Include descriptions, dates, and sources, continue on a separate sheet if required)

B. MATERIALS

1. Foundation: PIERS
2. Structural System: WOOD FRAME
3. Exterior Walls: STUCCO
4. Roof Types & Materials: FLAT ROOF BUILT-UP
5. Chimney Number & Materials: One MASONRY
6. Windows Type & Materials: SASH ALUMINUM
7. Other Materials e.g. Facings, Veneers, Decorative Elements:

C. CURRENT CONDITION OF SITE & STRUCTURES

Excellent ☐ Good ☒ Fair ☐ Poor ☐

List details of required repairs if known

Parapets Textured STUCCO

D. OTHER SIGNIFICANT FEATURES

List details of any other significant features not included above e.g. exterior building features and ornamentation, interior features, landscape features, etc.

III. HISTORICAL INFORMATION

A. SIGNIFICANT EVENTS

Describe any historically significant events associated with the site or structure.

B. SIGNIFICANT PERSONS

Provide details of any historically significant persons associated with the site or structure. If known, also include details of the original owners.

SUSAN J. MIZE

C. ANECDOTES AND/OR STORIES

Provide a summary of any anecdotes and/or stories associated with the site or structure.

D. ARCHAEOLOGY

Describe any known archaeology associated with the site.

NONE KNOWN

IV. SIGNIFICANCE

A. CRITERIA FOR SIGNIFICANCE

A site or structure must have significance in American history, architecture, archeology, engineering or culture and possess integrity of location, design, setting, materials, workmanship, and association. Usually, a structure must also be at least 50 years old.

In addition to having integrity, the site or structure must also meet at least one of the following criteria. Check all criteria that apply to the site or structure.

☐ Is associated with events that have made a significant contribution to the broad patterns of the City's history.

☒ Is associated with the lives of persons significant in the City's past.

☒ Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction.

☐ Has yielded, or may be likely to yield, information important in prehistory or history.

☐ Is listed in the National Register of Historic Places.

Ordinarily cemeteries, birthplaces, graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the Boynton Beach Register of Historic Places. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

a. A religious property deriving primary significance from architectural or artistic distinction or historical importance; or

b. A building or structure removed from its original location but which is primarily significant for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or

c. A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building associated with his or her productive life; or

d. A cemetery that derives its primary importance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or

e. A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or

f. A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or

g. A property achieving significance within the past 50 years if it is of exceptional importance.

B. AREA OF SIGNIFICANCE

Whereas the Criteria for Significance listed above identify the site or structure's association with history, the Area of Significance identifies sub-areas within the history field to which the property relates. At least one area of significance from the following list must be identified for a site or structure to be eligible. Check the Areas of Significance that apply.

☐ Agriculture	☐ Engineering	☐ Maritime History
☒ Architecture	☐ Entertainment/Recreation	☐ Military
☐ Archaeology	☐ Ethnic Heritage	☐ Performing Arts
☐ Art	☐ Exploration/Settlement	☐ Philosophy
☐ Commerce	☐ Health/Medicine	☐ Politics/Government
☐ Communications	☐ Industry	☐ Religion
☐ Community Planning & Dev.	☐ Invention	☐ Science
☐ Conservation	☐ Landscape Architecture	☐ Social History
☐ Economics	☐ Law	☐ Transportation
☐ Education	☐ Literature	

Other (explain): _____

C. PERIOD OF SIGNIFICANCE

The Period of Significance is defined in National Register Bulletin 16A as:

"the length of time when a property was associated with important events, activities, or persons, or attained the characteristics which qualify it for National Register listing. Period of significance usually begins with the date when significant activities or events began giving the property its historic significance; this is often a date of construction. For prehistoric properties, the period of significance is the broad span of time about which the site or district is likely to provide information; it is often the period associated with a particular cultural group."

For the site of an important event, such as a pivotal five-month labor strike, the period of significance is the time when the event occurred. For properties associated with historic trends, such as commercial development, the period of significance is the span of time when the property actively contributed to the trend.

For a property associated with a significant person, the period of significance is usually the length of time the property was associated with the important person.

For architecturally significant properties, the period of significance is the date of construction and/or the dates of any significant alterations and additions.

The period of significance for an archeological site is the estimated time when it was occupied or used for reasons related to its importance, for example, 3000-2500 B.C.

Identify and explain the periods of significance associated with the site or structure: _____

1920

D. STATEMENT OF SIGNIFICANCE

Based on the above, explain the site or structure's integrity and significance. Include any biographical data on significant persons, architects, builders if known. Continue on a separate sheet if necessary. (Provide typed attachment if preferred).

THE HOUSE EXHIBITS the Character Defining FEATURES of THE MISSION STYLE. THE HOUSE Was Built in 1920 and RETAINS MOST of its ORIGINAL ARCHITECTURAL FEATURES AND IS ASSOCIATED WITH SUSAN MIZE.

V. BIBLIOGRAPHY

All sources cited in this application must be included in the bibliography. Continue on a separate sheet if necessary. (Provide typed attachment if preferred).

VI. APPLICANT AND PROPERTY OWNER INFORMATION

A. APPLICANT:

1. Name: EDWIN J. BRADLEY
2. Address: 330 NW 1ST AVENUE

City: BOYNTON BEACH State: FL Zip Code: 33435

Phone: 813 493 0537 Email: bradleylex48@gmail.com

3. Interest in Property (check one)*: Owner ☒, Agent ☐, Contract Purchaser ☐.
   * Include a copy of the last recorded Warranty Deed with all applications.

   a. Include written consent of all property owners of record if subject property is under joint or multiple ownership.

   b. If an authorized agent, include a copy of the Agent Agreement or written consent by the seller(s) and owner(s).

B. PROPERTY OWNER INFORMATION:

1. Name of Property Owner (Trustee): SAME
2. Owner Address: _____

City: _____ State: _____ Zip Code: _____

C. AGENT INFORMATION*:

1. Name: _____
   * All correspondence will be mailed to the agent unless there is no agent of record, in which case, all correspondence will be mailed to the applicant. This party will receive agendas, letters, and other material.

   Company Name: _____
2. Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

D. AUTHORIZATION OF AGENT:

_____ _____

Signature of authorized agent. Date

_____ _____

Signature of Owner(s) or Trustee, of authorized principal if property is owned by a corporation or other business entity. Date

OR

_____ _____

Signature of contract purchaser (if applicant). Date

E. CERTIFICATION: (I) (We) understand that this application and all papers and plans submitted herewith become part of the permanent records of the Planning and Zoning Division. (I) (We) hereby certify that the above statements or showings in any papers or plans submitted herewith are true to the best of (my) (our) knowledge and belief. This application will not be accepted unless signed according to the instructions below.

Signature of Owner(s) or Trustee, of authorized principal if property is owned by a corporation or other business entity.

04-02-2021
Date

OR

Signature of contract purchaser (if applicant).

Date

A representative must be present at all Historic Resources Preservation Board (HRPB) meetings and City Commission meetings held to review this application.

VII. PUBLIC NOTICING REQUIREMENTS:

The public noticing requirements contained herein shall be applicable to all historic site designation applications. Pursuant to City of Boynton Beach Ordinance 12-016, no quasi-judicial proceeding shall proceed until proof of notice of the proceeding, in affidavit form, has been filed with the Office of the City Clerk and copied to Planning & Zoning. Proof of notice must include the name and address of each property owner to whom notice was mailed and a photograph of each sign posted, as hereinafter required. The following notices must be paid for and provided by the applicant:

A. MAILING: The applicant shall mail a notice of the time, place and subject matter of the public hearing to all individuals and associations owning or having control over abutting or adjacent property as determined by the Historic Preservation Planner. Property owner details may be obtained from the Palm Beach County Property Appraiser website or by contacting one of the offices listed below.

A copy of the notice and a list of the property owners contacted shall be mailed to the Planning and Zoning Division, City of Boynton Beach.

All notices shall be mailed by first class mail and postmarked no less than 10 calendar days before the public hearing.

Palm Beach County
Property Appraiser Office
Attention: Mapping Division

Downtown Service Center
301 North Olive Avenue
West Palm Beach, FL 33401
Phone: (561) 355-2866

South County Office
14925 Cumberland Drive
Delray Beach, FL 33446
Phone: (561) 276-1250

http://www.pbcgov.com/papa/

Ed Bradley House
(Casita de Sueños)
330 NW 1st Avenue, Boynton Beach

Local Historic Designation

Final Report
April 24, 2022

Prepared by Warren Adams
Histórica, LLC

HISTÓRICA
info@historicallc.com
historicallc.com

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Ed Bradley House
(Casita de Sueños)
Local Historic Designation

Property Address:	330 NW 1st Avenue, Boynton Beach, Florida 33435
Parcel Control Number:	08-43-45-28-10-006-0030
Legal Description:	Lots 3 and 4, Block 6, Boynton Heights Revised, According to The Plat Thereof, as Recorded In Plat Book 10, at Page 64, of the Public Records of Palm Beach County, Florida.
Construction Date:	c.1924
Architect/Builder:	Not known/not known
Building Use:	Single-Family Residence
Architectural Style:	Mission
Location and Site:	The property is located on the south side of NW 1st Avenue just east of NW 3rd Street. The interior lot measures approximately 50 feet wide by 120 feet deep. The one-story structure faces north.
Florida Master Site File No.:	Site #8 PB00510

Statement of Significance

The Florida Land Boom of the 1920s saw speculators create many new subdivisions within the City of Boynton Beach. During this time, newspapers contained adverts from developers praising the quality of the architecture in their subdivisions and the benefits of living in the city. The prevalent architectural styles of this time were Mission and Mediterranean Revival. However, c.1928, a serious of unfortunate events led to a property market crash leaving many subdivisions incomplete. For this reason, very few properties in these styles were constructed in the city. These styles have become even less common due to ongoing demolition through the years.

The property at 330 NW 1st Avenue is amongst the earliest homes built in the city during the Boom Time Era. It is a significant example of the Mission style which retains many character-defining features of the style and much of its integrity. The property significantly contributes to the historic fabric of the City of Boynton Beach and is eligible for individual designation and inclusion on the Boynton Beach Register of Historic Places.

Criteria for Significance

Chapter 4, Article IX, Section 6.B.1 of the City of Boynton Beach Land Development Regulations "Designation of Historic Properties and Districts"[1] states:

> *"To qualify as a Property or a District, individual properties must have significance in American history, architecture, archeology, engineering or culture and possess integrity of location, design, setting, materials, workmanship, feeling, and association. For Districts, eligibility is based on the establishment of historic contexts or themes which describe the historical relationship of the Properties within the district. Individual Buildings shall normally be at least 50 years old and, in the case of a District at least 50% of the Buildings shall normally be at least fifty years old. Buildings shall also be significant in one or more of the following areas:*
>
> a. *Association with events that have made a significant contribution to the broad patterns of the City's history; or*
> b. *Association with the lives of persons significant in the City's past; or*
> c. *Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;*
> d. *Has yielded, or may be likely to yield, information important in prehistory or history; or*
> e. *Is listed in the National Register of Historic Places."*

As indicated in the report, 330 NW 1st Avenue is eligible for local historic designation under the following criteria:

a. Association with events that have made a significant contribution to the broad patterns of the City's history.
c. Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction.

[1] City of Boynton Beach Land Development Regulations.

Historic Context

The development of the City of Boynton Beach has taken place over four broad eras:

- Pioneer Era (c.1875 to c.1919)
- Boom Time Era (c.1920 to c.1928)
- Depression/New Deal/War Time Era (c.1929 to c.1945)
- Modern Era (c.1946 to c.1967)

330 NW 1st Avenue was built in 1924 during the Boom Time Era in one of the two most prevalent architectural styles of the time: Mission and Mediterranean Revival.

Pioneer Era

The earliest recorded property owner in the Boynton Beach area was Captain James A. Armour, the head lighthouse keeper in Jupiter, who, in 1875, filed a claim for beachfront land which encompassed the present Boynton Municipal Beach. It was believed that the Town of Boynton was founded by Major Nathan Smith Boynton who owned all the land in the area and the hotel; however, recent research has shown this is not entirely accurate.

In 1892, Byrd Spilman Dewey (Birdie Dewey), a prominent author of the time and wife of Fred Dewey, a Civil War veteran from Indiana, purchased 160 acres of land at the southern end of Lake Worth. In 1895, she sold 120 acres of this land to William Seelye Linton, a new speculator from Michigan who made a small down payment of $100. In 1897, Linton sold 40 acres of this land to Major Boynton, former editor and publisher of the Port Huron Press and owner of the recently built Boynton Hotel. However, the sale was not completed as Linton, who had not paid the Dewey's in full for the land, had no deed. This left the area known as Boynton in turmoil especially as Major Boynton had formed the Southern Florida Land Company and sold town lots on his land for $50.

In September 1897, the Deweys filed a foreclosure lawsuit against Linton and Boynton for nonpayment which resulted in them regaining their land. Neither Boynton nor Linton ever filed a plat for the town of Boynton. In 1898, the Deweys filed plats for the town of Boynton and for Dewey's Subdivision. As the Deweys were friends with Major Boynton, they named the town in his honor. Fred Dewey sold lots with genuine deeds to settlers and, as a consequence, served as land agent for several interests in the area including Henry M. Flagler's Florida East Coast (F.E.C.) Railway which had been granted property for building the railroad through to Miami[2]. Flagler's first passenger train traveled through Boynton in 1896[3].

[2] Pedersen, G.L. and DeVries, J.M. *Pioneering Palm Beach, the Deweys and the South Florida Frontier*. Charleston, SC: The History Press, 2012, p.96-100.

[3] Farace, V.K. et. al. *Boynton Beach, The First 100 Years*. Boynton Beach: Boynton Beach Historical Society & Friends of the Boynton Beach City Library, 1995, p.38.

Figure 1: Boynton Railroad Station, c.1898 (Boynton Beach City Library).

During the late 1890s, residences and commercial buildings sprang up along Ocean Avenue. By 1900, Boynton had become a major supplier of tomatoes and pineapples to northern markets[4]. The rich soil from the farms also quickly produced beans, peppers, and bananas. Dairy farming also developed on the ocean ridge east of the Florida East Coast Canal. The success of the Boynton Hotel and local farm production prompted the designation of Boynton as a regular stop for the F.E.C. Railroad. The successes from the farms and dairies triggered more expansion to the area throughout the early 1900s.

In 1908, a group of civic-minded women banded together to improve the quality of life for residents. The group was formally organized into the Boynton Woman's Club in 1909. The club quickly succeeded in its main purpose: to provide a venue for local social affairs and to house a lending library.

Boom Time Era

In 1920 Boynton Beach became an incorporated town and in November of this year, a $10,000 bond was passed which financed the $6,000 purchase of an ocean front park. Another of the early projects ordered by the town was the construction of a jail. Within the next three years the town proceeded with paving streets and installing a water treatment system and, in 1924, a volunteer fire department was organized.

The Florida "Boom Time Era" was at its peak during the early 1920s. In 1920 the F.E.C. Railroad doubled the railroad tracks which serviced Boynton. In 1925 the Seaboard Coastline Railroad also served the Boynton area.

[4] *Ibid*. p.7.

Figure 2: Seaboard Airline Depot c.1950s (Boynton Beach City Library).

Enterprising men were developing large tracts of land throughout Boynton. James Hartley and the Palm Beach-Boynton Development Company with K.D. Purdy began Lake Boynton Estates, a subdivision at the west end of Ocean Avenue. Two additional platted areas increased the size of Lake Boynton Estates.

Stile Hall, C.F. Knuth and C.O. Miller organized the Boynton Finance Corporation to cover all aspects of real estate from construction to finance. The firm purchased tracts of land for both residential and commercial development throughout the community. Two developments by Knuth and Miller were found in Beverly Hills and Bower's Park. Hall with K.D Purdy developed Lakeside Gardens and Boynton Heights, L.E. Perkins purchased 30 acres of the Carrie Knapp tract west of town for redevelopment, and the Blake Company, owned by George H. Blake, developed Boynton Hills which was originally the Hardee pineapple fields. The Blake Company's extensive plans called for a "Grand Boulevard", which would accommodate 350 lots and the Blake Hotel. During the height of the boom Frank J. Nutting of the Nutting and Perkins Real Estate Firm confirmed a land sale exceeding $10,000 an acre. The newly named El Dorado Park became the costliest parcel in the area according to Nutting.

A series of unfortunate events began to unfold in Boynton. In early 1925, citrus canker was discovered in the orange groves forcing the destruction of all citrus groves in Boynton. Financial problems began to plague the town, tax assessments continued to rise, recall elections and failed resolutions were topics of discussion, and resignations became commonplace with municipal officers. While salaries for municipal workers were slashed and bonds were burned, the voters of Boynton voted unanimously for the construction of a beach front casino that cost nearly $12,000. The Florida Land Boom was coming to an end and Boynton was deeply in debt.

In 1927, the Boynton Beach High School, designed by William Manley King in the Mediterranean Revival style, was completed. However, the building was badly damaged along with many others during the 1928 hurricane. Many people took refuge in the new building only to be injured when the auditorium gave way[5].

Figure 3: Hurricane Damage to High School, 1928 (City of Boynton Beach).

Depression/New Deal Era

State legislative assistance alleviated some of Boynton's financial problems; however, concerns regarding indebtedness from municipal projects reached a peak when residents on the east side of the Intracoastal Waterway, which was earlier known as the East Coast Canal, served notice to the town of their wish to separate from Boynton and start a new municipality. Boynton and the eastside residents reached an agreement whereby the new municipality would assume indebtedness in excess of $350,000. The agreement was finalized in 1931 with the formation of two separate municipalities, Boynton and Boynton Beach.

By 1935 the Town of Boynton began construction of a replacement for the old wooden bridge on Ocean Avenue. The new bridge was financed with Depression Era funds supplied by the federal government.

By 1939 the Town of Boynton Beach changed its name to Ocean Ridge. Within two years the Town of Boynton also adopted a new name and became the Town of Boynton Beach.

The war years brought a different kind of living to Boynton residents as nighttime activities ceased, blackouts were ordered along the shoreline, and patrols kept watch on the beaches which were off-limits at night and partially limited in the day. Allied ships became the target of German U-boats. During one four-month period, sixteen ships were torpedoed between Cape Canaveral and Boca Raton.

Modern Era

By the 1950s Boynton Beach was developing along the lines of other small South Florida cities. A new city hall was built on the corner of Seacrest Boulevard and Boynton Beach Boulevard in 1958, additional beach front property was purchased to extend recreational facilities, and Bethesda Memorial Hospital was opened in 1959. Further improvements included construction of a new civic center (1960), a new water treatment plant (1962), and a bridge over the Intracoastal at SE 15th Avenue (1967). From 1950 to 1960, Boynton's population grew from 2,543 to 10,400.

[5] *Ibid*. p.22.

Private developers once again returned to the community. In the mid-1960s three large residential projects began at Hampshire Gardens, Sterling Village, and the 415-acre "Leisureville"[6].

Significance Analysis

Boynton Heights Subdivision

The Boynton Heights Subdivision was originally platted in 1915 (Attachment A). The 1915 plat shows a differing street pattern and street names to the 1924 plat, which shows the current street pattern with 16 blocks (Attachment B). The 1924 plat was platted during the Boom Time Era.

The subdivision roads are 50 feet wide except for the 70-feet wide Ocean Avenue, which passes through the center of the subdivision in an east/west direction. This larger width identifies it as historically being the main street to the downtown area. The plat map shows NW 1st Avenue was originally called Poinciana Avenue.

330 NW 1st Avenue is located at Lots 3 and 4, Block 6 of the Boynton Heights Subdivision.

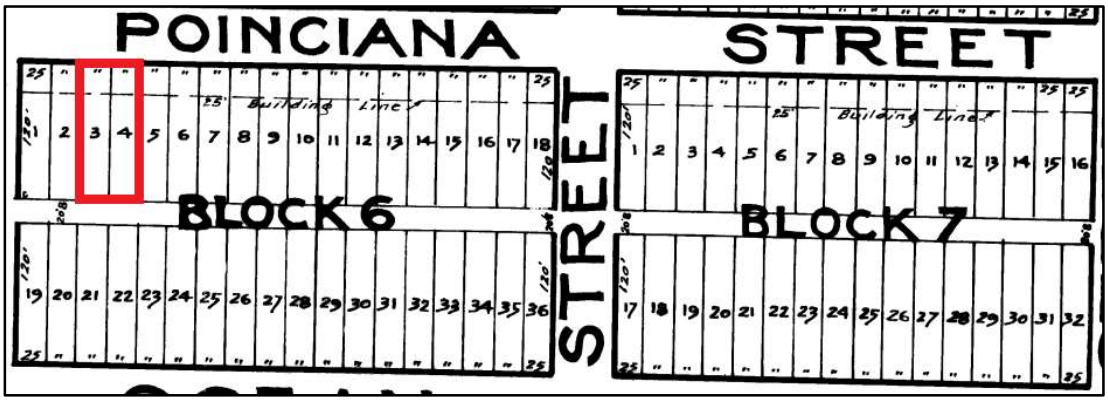

Figure 4: Boynton Heights Subdivision Plat, 1924.

When the subject property was built, it would have been one of only a few houses in the subdivision. A small number of additional early houses in the Mission and Mediterranean Revival styles still exist in close proximity to the subject. Interestingly, these early houses were not built to the east of the subdivision close to the downtown area but were built at the top of a slight incline which would protect the properties from flooding and would offer the most prominent sites in the subdivision.

In 1924, water mains were extended into the "new subdivision"[7] and an advert for the subdivision was published extolling the benefits of Boynton Beach and listing the names of prominent persons who had purchased lots (Attachment C). The advert included prices for the lots which were $10.00 to $22.50 per front foot for residential lots and $30.00 to $60.00 per front foot for

[6] *Historic District Design Guidelines*, City of Boynton Beach, 2013. p.25-31.
[7] Palm Beach Post, October 5, 1924, p.5.

business lots. The subdivision was owned and being developed by Stiles C. Hall and K.D. Purdy who developed many other subdivisions within the city[8].

In December 1924, the photograph to the left was published in the Palm Beach Post which shows improvements taking place in the subdivision[9]. The street is not named; however, it is likely Ocean Avenue. The visible incline indicates the view is to the west.

Figure 5: Improvements to Boynton Heights, 1924 (Palm Beach Post).

By March 1925, it was advertised that nine homes were completed or in process and the new Methodist Church costing nearly $75,000 was to be a part of the subdivision[10]. The first home to be occupied was the Mr. & Mrs. I. Wright Cornman Residence on Jessamine Street[11] (shown on the 1924 plat as Jasmine Street and now known as SW 1st Avenue) and by April 1925, Mayor and Mrs. C.F. Knuth had moved into their home at 204 NW 1st Avenue[12].

Sales and construction continued to move ahead through 1925 and 1926; however, by 1927, the number of properties and lots being advertised decreased significantly. In 1928, an advert for a Public Auction of two new bungalows of the Spanish type acquired through mortgage foreclosure was listed in the Palm Beach Post[13]. These properties were located on Poinciana Street (NW 1st Avenue) between Benson Street (NW 2nd Street) and Powell Street (NW 3rd Street) which is the block on which the subject property is located.

On September 16, 1928, a powerful hurricane hit Palm Beach County causing extensive damage. In October 1928, the Palm Beach post included an advert titled "*Boynton Bargains*" which included homes for sale that were "*only slightly damaged by the storm*"[14]. Prices ranged from $1,600 to $5,500.

On March 27, 1929, the first identified reference to the subject property is included in the Palm Beach Post under "*Real Estate Transfers*" which lists a sale of the property by Emma MacKay to Ida D. Frisbie[15].

[8] Palm Beach Post, "Boynton Heights", November 1, 1924, p.3.
[9] Palm Beach Post, *"Improvements, Boynton Heights"*, December 10, 1924, p.18.
[10] Palm Beach Post, *"Boynton Heights"*, March 9, 1925, p.24.
[11] Palm Beach Post, *"New Homes Spring Up"*, March 14, 1925, p.17.
[12] Palm Beach Post, *"Many New Homes Rising at Boynton"*, April 3, 1925, p.24.
[13] Palm Beach Post, *"Public Auction"*, January 29, 1928, p.9.
[14] Palm Beach Post, *"Boynton Bargains"*, October 21, 1928, p.15.
[15] Palm Beach Post, *"Real Estate Transfers"*, March 27, 1929, p.3.

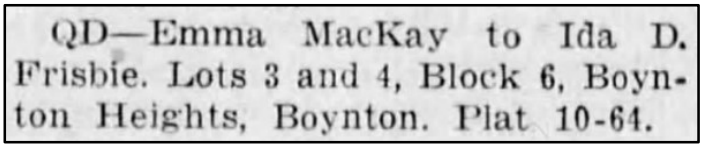
QD—Emma MacKay to Ida D. Frisbie. Lots 3 and 4, Block 6, Boynton Heights, Boynton. Plat 10-64.

Figure 6: Sale of 330 NW 1st Avenue, 1929 (Palm Beach Post).

A search for Emma MacKay on Newspapers.com produced the article below which indicates the house at 330 NW 1st Avenue was built c.1924, the garage was built in 1925, and Emma McKay was the first owner[16].

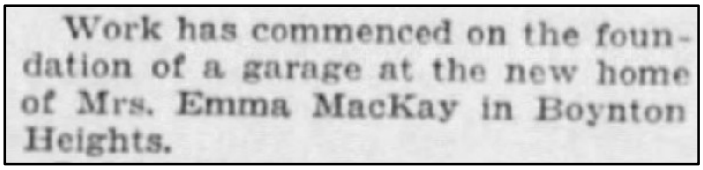
Work has commenced on the foundation of a garage at the new home of Mrs. Emma MacKay in Boynton Heights.

Figure 7: Emma MacKay Garage Construction, 1925 (Palm Beach Post).

From the 1930s onwards, newspaper articles regarding Boynton Heights focused more on social reporting with only a small number of articles relating to sales or construction.

Over time the subdivision has developed to become an established residential neighborhood zoned mainly for residential use but with some commercial zoning to the northern lots fronting Boynton Beach Boulevard. Based on construction dates from the Property Appraiser website, the most significant period of growth in the subdivision occurred in the 1950s. This is to be expected as the City's population grew from 2,543 in 1950 to 10,400 in 1960[17].

Development in the subdivision is low rise with the buildings being one or two stories in height. Lot sizes range from double lots similar to the subject property to four lots in size. By viewing an aerial image of the surrounding area all properties appear to have similar setbacks and their footprints appear to be similar in size. The quality of landscaping and associated features such as fences, driveways, boundary walls, vegetation, and level of maintenance varies from property to property. The roadways are surfaced with asphalt and there are concrete sidewalks and grass swales to both sides of the road. Some property owners have planted trees in the swales.

Like many older subdivisions, the area exhibits natural growth patterns comprising a variety of architectural styles and properties in various states of repair that have been altered over time. There are no examples of inappropriate development adversely affecting the setting of the subject property[18].

[16] Palm Beach Post, *"Boynton Society"*, June 6, 1925, p.24.
[17] Krassy, S.P. et. al. "*City of Boynton Beach, Florida Historic Sites Survey"*, Research Atlantica, Inc., 1996, p.8.
[18] Adams, W. *Historic Site Designation Application for the Audrey D. Gerger House*: City of Boynton Beach, 2012.

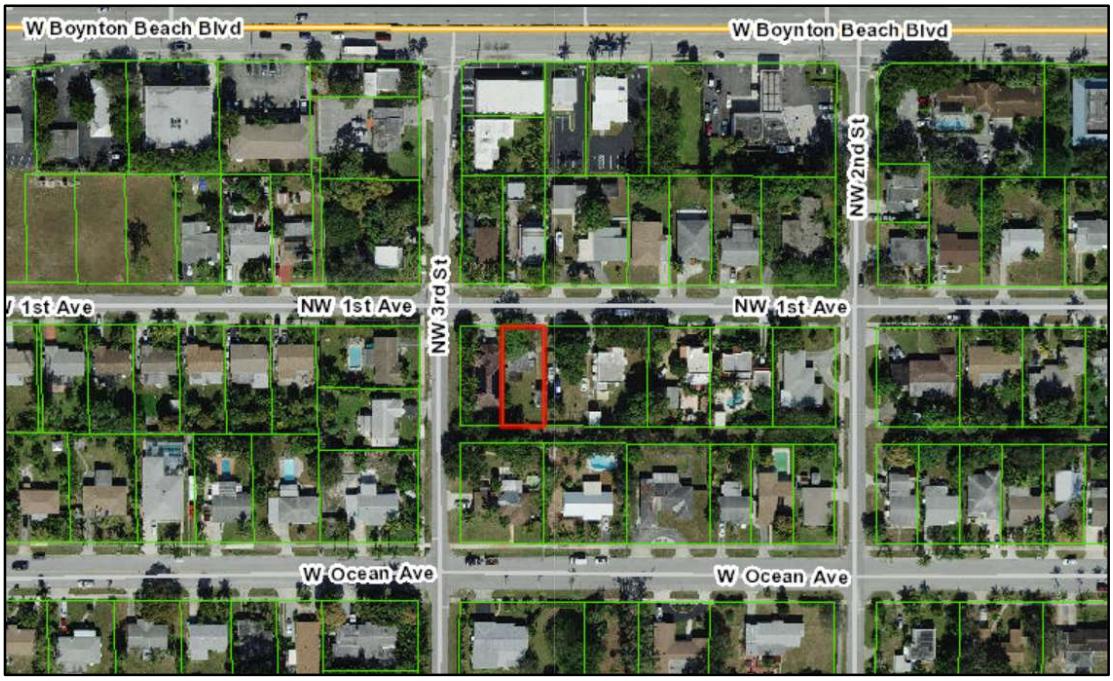

Figure 8: Partial Subdivision Aerial, 2022 (Palm Beach Property Appraiser Website).

Based on the above, 330 NW 1st Avenue is eligible for historic designation under criterion a, "*association with events that have made a significant contribution to the broad patterns of the City's history*" as it is associated with the early development of the City of Boynton Beach during the Boom Time Era.

330 NW 1st Avenue

Description

The single-family residence at 330 NW 1st Avenue, built c.1924, sits on an interior double lot on the south side of the street just east of NW 3rd Street. The north facing lot measures 50 feet wide by 120 feet deep. The residence is setback 25' from the front property line and is approached by a broken concrete paver walkway. The original detached single-car garage, built 1925, is located at the southeast corner of the property. The driveway is partially surfaced with brick pavers that extend to the front elevation of the house after which the access to the garage is unsurfaced. A six-foot high wooden fence with double wooden gate encloses the rear yard (Attachment D).

The one-story residential structure is rectangular in plan and has a floor area of 1,076 square feet. Construction is of a continuous concrete foundation and structural clay tile walls coated with heavily textured stucco. Most of the roof is flat and of built-up construction although there is small, shed roof at the northeast corner of the structure. There is a decorative parapet with upswept corners around the flat roof on the north, west, and east elevations.

The north (front) elevation contains a central wooden six-panel door with an arched smooth stucco raised surround. The door is accessed by three concrete steps which are flanked by stucco-coated side walls with concrete copings. On either side of the door are arched window openings with raised smooth stucco surrounds. The windows contain rectangular single-hung windows with aluminum frames and a six-over-six lighting pattern. The top arched sections are infilled. The two windows are of differing dimensions with the window to the west being smaller. There is no clear indication that the size of either window has been altered. Ornamentation comprises raised stucco parapet with upswept corners, smooth stucco raised door and window surrounds, a medallion over the door, and a smooth stucco panel with raised stucco surround containing scuppers and medallions.

Figure 9: North Elevation (W. Adams, April 2, 2022).

Slightly setback from the main north elevation is the north elevation of the house under the shed roof. There is no clear indication that this is an addition; therefore, it is likely this was originally a screened porch which is now enclosed. This elevation contains one arched fixed window with five lights and a raised smooth stucco surround. At the base of the wall is a small door which appears to provide access to the bottom of the chimney.

Figure 10: Chimney Access (W. Adams, April 2, 2022).

The east elevation contains a central three-panel wooden door with an oval stained glass light providing access to the area under the shed roof. The doorway is accessed by four concrete steps with a wooden handrail. To the north of the door is an arched opening containing a five-light fixed window with raised smooth stucco surround. To the north of this window is an arched window opening containing a rectangular aluminum single-hung window with one-over-one lighting configuration and a raised smooth stucco surround. The top arched portion of the opening is enclosed. To the south of the doorway is a rectangular window opening containing an aluminum single-hung window with a six-over-one lighting configuration. Protruding above the shed roof is an interior stucco chimney with flat concrete cap.

Figure 11: East Elevation (W. Adams, April 2, 2022).

The south (rear) elevation contains a wooden six-panel door at its western end. The door is accessed via an exterior wooden deck with wooden railing, four wooden steps, and a lattice base. In the center of this elevation is a small rectangular window opening containing an aluminum single-hung window with a two-over-two lighting configuration. To the eastern end of this elevation is a larger rectangular window opening containing an aluminum frame window with a six-over-six lighting configuration. There appears to have been some stucco repair at the base of the wall below this window.

Figure 12: South Elevation (W. Adams, April 2, 2022).

The west elevation contains an arched window opening at the northern end. The window has a rectangular aluminum frame single-hung window with a six-over-six lighting configuration. The top of the arch is enclosed, and the opening has a raised smooth stucco band. To the south of this window is a small rectangular opening containing a jalousie window in front of what appears to be an aluminum frame fixed window. To the south of this window is an enclosed door opening. The four concrete steps that provided access to this doorway still exist. The style of the steps suggests this doorway may have been a later alteration which was, at some point, reversed.

Figure 13: West Elevation (W. Adams, April 2, 2022).

Figure 14: Metal Plates (W. Adams, April 2, 2022).

Metal plates are attached to the top corners of the residential structure. These appear to be anchor plates connected by tie rods or bolts for structural reinforcement against lateral bowing.

Internally, the structure retains some original features including a stone fire surround and pecky cypress ceilings. There has been some reconfiguration of interior walls to provide a larger kitchen.

Figure 16: Fire Surround (W. Adams, April 2, 2022).

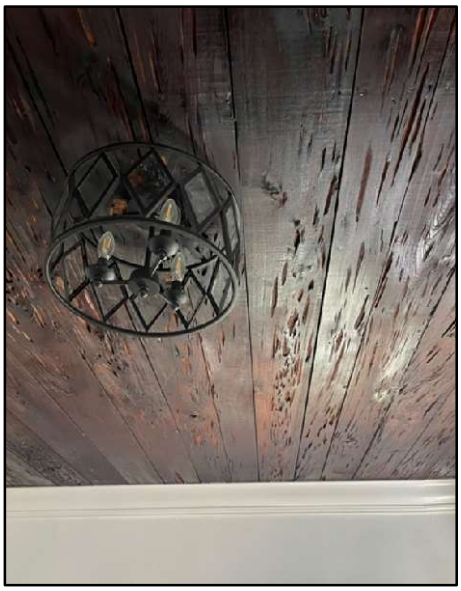

Figure 15: Pecky Cypress Ceiling (W. Adams, April 2, 2022).

The single-car garage is located at the southeast corner of the property and measures 216 square feet. Construction is of a concrete slab, stucco walls, and a flat built-up roof. A decorative parapet with upswept front corners is placed around the roof on the north, west, and east elevations. The north elevation contains an access opening with a double wooden garage door. The east elevation contains a six-panel wooden access door and an enclosed window opening. The south elevation contains an enclosed window opening. The west elevation contains an enclosed window opening.

At the corners of the garage are bolts for structural reinforcement against lateral bowing.

Figure 19: Garage North Elevation (W. Adams, April 30, 2022).

Figure 18: Garage North and West Elevations (W. Adams, April 2, 2022).

Figure 17: Garage South Elevation (W. Adams, April 2, 2022).

Additions and Alterations

Apart from the wooden deck to the rear of the residence, which is not visible from the street and is easily removable, there are no additions to either the residence or the garage.

The most significant alteration to the residence is the enclosure of the side porch. However, the original form of the porch is still apparent as none of the opening sizes have been altered.

A doorway on the east elevation has been enclosed. However, the style of the steps, which remain, suggest this doorway may not have been original.

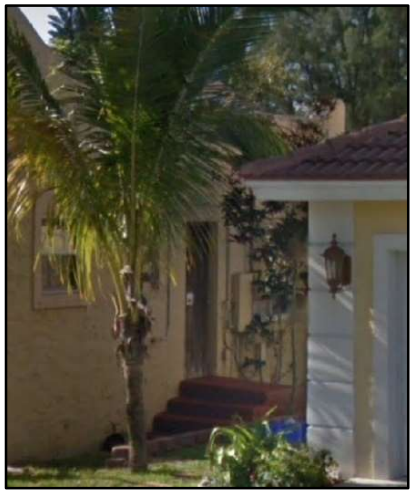

Figure 20: West Elevation Door (Google Street View, 2014).

Figure 21: West Elevation Door Enclosed (W. Adams, April 2, 2022).

Other alterations to the residence include the installation of aluminum frame windows and the replacement of access doors. When comparing the two photographs below, it is evident the stucco panel and medallions on the north (front) elevation are not original and the door canopy has been removed.

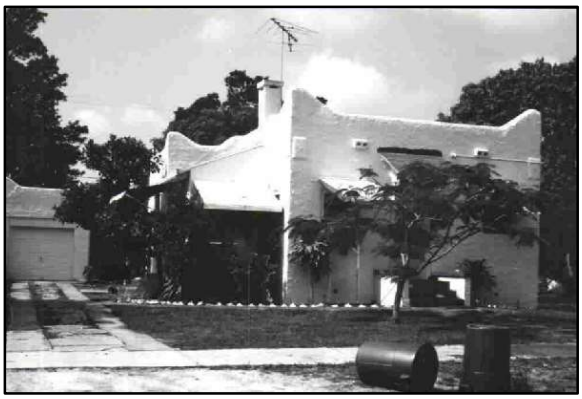

Figure 23: North Elevation, 1996 (Florida Master Site File #8PB00510).

Figure 22: North Elevation Alterations (W. Adams, April 2, 2022).

Alterations to the garage include the enclosure of a window opening on the west elevation, the enclosure of a window opening on the south elevation, the enclosure of a window opening on the east elevation, and the replacement of the original garage door.

The house and garage, therefore, have been altered through the years which is to be expected with structures of this age. The alterations, however, are not so significant that the original design intent or architectural style have been significantly impacted. All the alterations are reversible and most are not visible from the right-of-way.

Integrity

Chapter 4, Article IX, Section 6.B.1 of the City of Boynton Beach Land Development Regulations "Designation of Historic Properties and Districts" states:

> *"Guidelines for Historic Designation. To qualify as a Property or a District, individual properties must have significance in American history, architecture, archeology, engineering or culture and possess integrity of location, design, setting, materials, workmanship, feeling, and association."*

As noted above the structures are in their original location. The subdivision has developed over time and new architectural styles have been introduced; however, it still retains its original intent as a single-family neighborhood, the street layouts have not changed, and there are no examples of inappropriate development. The property retains its integrity of location and setting.

The property has been altered; however, the alterations are reversible, there are no additions, and the essential exterior form, plan, space, structure, and style have been retained. The property retains much of its integrity of design.

The property retains almost all of the original materials including textured stucco walls, smooth stucco door and window surrounds, structural materials, and interior materials such as pecky cypress ceilings and stone fire surround. The only materials lost are the original wood frame windows and doors. The property retains much of its integrity of material.

As most of the original materials remain, the workmanship required to texture the stucco, form the opening surrounds, and shape and install the pecky cypress ceilings and stone fire surround is evident. The property retains much of its integrity of workmanship.

Feeling is how a property conveys a particular period of time through physical features. As the property retains integrity of setting, design, materials, and workmanship, the structures relate to the feeling of residential life in the 1920s. The property retains its integrity of feeling.

The Mission style was prevalent during the Boom Time Era and the structures retain many of the character defining features of this style such as textured stucco, arched window and door openings with raised surrounds, shaped parapets, stucco chimney with cap, entry stairs with side walls, and scuppers. The structures are sufficiently intact to convey the property's relationship to the Boom Time Era. The property retains its integrity of association.

Ownership History

The following ownership details are based on information obtained from the Palm Beach County Property Appraiser website[19], the Florida Master Site[20], Polk's Directories[21] [22], and the Newspapers.com website[23].

Polk's Directories from 1958 to 1975 include addresses at both 330 NW 1st Avenue and 330½ NW 1st Avenue. A review of historic aerial photographs from 1957 to 1979 indicates the lots to the west and east of the subject property were vacant during that time. The first structure to the west was built in 2004 and the existing structure to the east, 324 NW 1st Avenue, was built in 1924. This suggests, the garage at 330 NW 1st Avenue may have been used for residential purposes and could explain the three infilled window openings.

	330 NW 1st Avenue	**330½ NW 1st Avenue**
c.1924	Emma McKay	
1929	Ida D. Frisbie	
1958	Mr. & Mrs. Michael Andrew Kovacs[24]	
1958	George Nicoll	Mrs. Ida D. Frisbie
1959	Angus Patterson	"
1960	Alfred P. Buscher	"
1961	"	Charles P. Conquinel
1962	Robert McCumber	Percival H. Claydon
1963	"	Transients
1964	"	Mrs. Edna Spahr
1965	"	"
1966	"	"
1967	"	"
1968	"	"
1969	"	"
1970	"	"

[19] Palm Beach County Property Appraiser website.
[20] Florida Master Site File Site #8 PB00510.
[21] *Polk's Lake Worth and Boynton Beach (Palm Beach County, Fla.) City Directory.* 1958-1967.
[22] *Polk's Lake Worth Boynton Beach and Lantana (Palm Beach County Fla) City Directory.* 1968-1975.
[23] Newspapers.com website.
[24] Palm Beach Post, *"Birth Announcements"*, November 30, 1958, p.63.

1971	"	"
1972	"	"
1973	Mrs. Ethel E. McCumber	"
1974	No entry	"
1975	Mrs. Edna Spahr	Transient
1979	Richard & Ethel Rasure	
1994	Susan J. & Delbert Mize	
2003	Cabrara Construction	
2004	Laverne Glassco & Summer Bryant	
2005	James Landwerlen	
2018	Gayatri Parivar LLC	
2019	Edwin J. Bradley	

Emma McKay

As evidenced by a sale of the property from Emma MacKay to Ida D. Frisbie in 1929[25] and an earlier article from 1925 reporting Emma MacKay was adding a garage to her new home[26], Emma MacKay was the first owner of the subject property. A report from January 1930 states Mrs. Emma MacKay was at her home on Poinciana with her sister Mrs. W.J. Frisby Senior[27]. A later report from March of the same year which mentions the same group of people has the surname spelled as "Frisbie"[28]. Therefore, there may be some relationship between Emma MacKay and Ida D. Frisbie.

Robert McCumber, Ethel E. McCumber (Rasure), Richard Rasure

Records indicate Robert McCumber and his wife Ethel E. McCumber divorced in 1972[29]. This explains Ethel E. McCumber's listing for 1973. In 1973 Ethel married Richard S. Rasure[30] and left the property; however, records indicate they returned to the property and lived there from 1979 to 1994. Richard Rasure passed away in 1985[31].

[25] Palm Beach Post, *"Real Estate Transfers"*, March 27, 1929, p.3.
[26] Palm Beach Post, *"Boynton Society"*, June 6, 1925, p.24.
[27] Palm Beach Post, *"Boynton News"*, January 31, 1930, p.4.
[28] Palm Beach Post, *"Grove is Filled with Many Guests"*, March 2, 1930, p.18.
[29] Palm Beach Post, *"News of Record"*, August 29, 1972, p.20.
[30] Palm Beach Post *"News of Record"*, December 7, 1973, p.80.
[31] Palm Beach Post *"Funeral Notices"*, August 10, 1985, p.41.

Edna Spahr

Records indicate Edna Spahr was married to Clyde D. Spahr Senior and they lived at the historic duplex at 331 NW 1st Avenue[32] directly across the street from 330 NW 1st Avenue. The duplex was owned by their son Clyde Spahr Junior and his wife Nancy. Clyde D. Spahr Senior passed away in 1963 and Edna Spahr moved 330 ½ NW 1st Avenue where she lived until 1964 when she moved to 330 NW 1st Avenue. The record also indicates that Mrs. Robert McCumber (Ethel E. McCumber) was a daughter of Clyde Senior and Edna Spahr. Therefore, on the death of Clyde D. Spahr Senior, Edna Spahr moved from her son's property at 331 NW 1st Avenue to her daughter's property at 330/330 ½ NW 1st Avenue.

Edna Spahr passed away in 1990. She was originally from Michigan and had been a resident of Boynton Beach since 1953 where she was a member of the Boynton Beach Congregational Church[33]. She and Clyde D. Spahr Senior had one son and three daughters[34].

Other Residents

References for some of the other names above were located; however, there is no definitive proof that these were the same people who lived at 330/330 ½ NW 1st Avenue. For others, no information was located.

Based on the above research, none of the residents were significant in the city's past; therefore, the property is not eligible for historic designation under Criterion b "*Association with the lives of persons significant in the City's past*".

[32] Palm Beach Post, *"Deaths and Funerals"*, August 7, 1963, p.6.
[33] Palm Beach Post *Funeral Notices"*, December 4, 1990, p.32.
[34] Palm Beach Post, *"Deaths and Funerals"*, August 7, 1963, p.6.

Bibliography

Publications

Adams, W. *Historic Site Designation Application for the Audrey D. Gerger House*: City of Boynton Beach, 2012.

City of Boynton Beach Land Development Regulations.

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Krassy, S.P. et. al. "*City of Boynton Beach, Florida Historic Sites Survey*", Research Atlantica, Inc., 1996.

Pedersen, G.L. and DeVries, J.M. *Pioneering Palm Beach, the Deweys and the South Florida Frontier*. Charleston, SC: The History Press, 2012.

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Polk's Lake Worth Boynton Beach and Lantana (Palm Beach County Fla) City Directory. R.L. Polk & Co. Publishers, Richmond, VA, 1968-1975.

Documents

Florida Master Site File Site #8 PB00510.

Newspapers

Palm Beach Post, *"Boynton Society"*, June 6, 1925, p.24.

Palm Beach Post, October 5, 1924, p.5.

Palm Beach Post, *"Boynton Heights"*, November 1, 1924, p.3.

Palm Beach Post, *"Improvements, Boynton Heights"*, December 10, 1924, p.18.

Palm Beach Post, *"Boynton Heights"*, March 9, 1925, p.24.

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Palm Beach Post *"News of Record"*, December 7, 1973, p.80.

Palm Beach Post *"Funeral Notices"*, August 10, 1985, p.41.

Palm Beach Post *Funeral Notices"*, December 4, 1990, p.32.

Maps and Plats

Boynton Heights Addition to the Town of Boynton Fla. (Revised Plat), 1924.

Websites

City of Boynton Beach website, page consulted on various dates.
City of Boynton Beach | Home (boynton-beach.org)

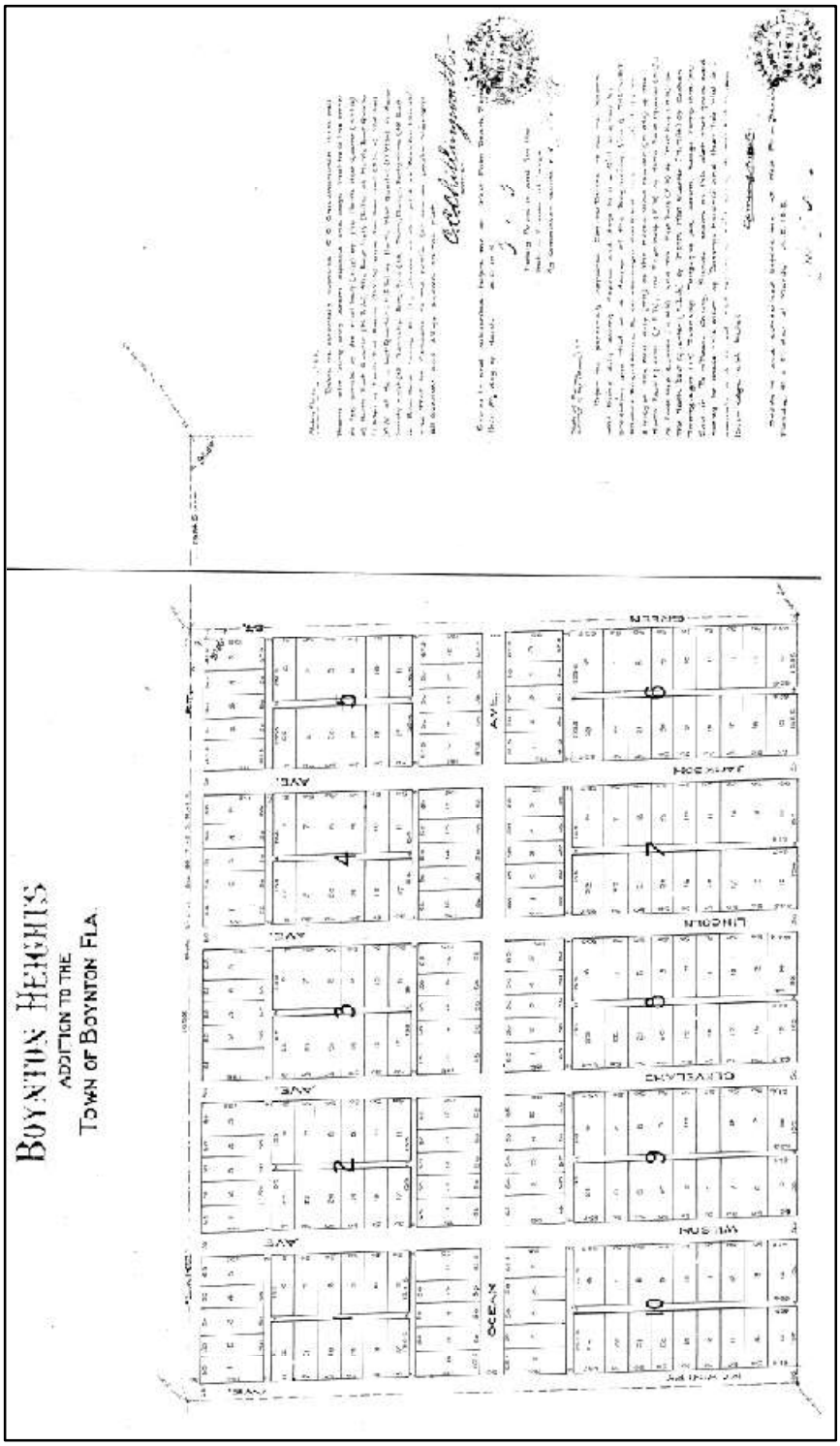
Google Street View, page consulted on various dates.
https://www.google.com/maps/@26.5280221,-80.06865,3a,20.2y,146.6h,89.74t/data=!3m6!1e1!3m4!1soE26VA5iocwRJESEe8yf6w!2e0!7i13312!8i6656

Newspapers.com, page consulted April 24, 2022.
https://www.newspapers.com/

Palm Beach County Property Appraiser, page consulted on various dates.
https://www.pbcgov.org/PAPA/Asps/PropertyDetail/PropertyDetail.aspx?parcel=08434528100060030

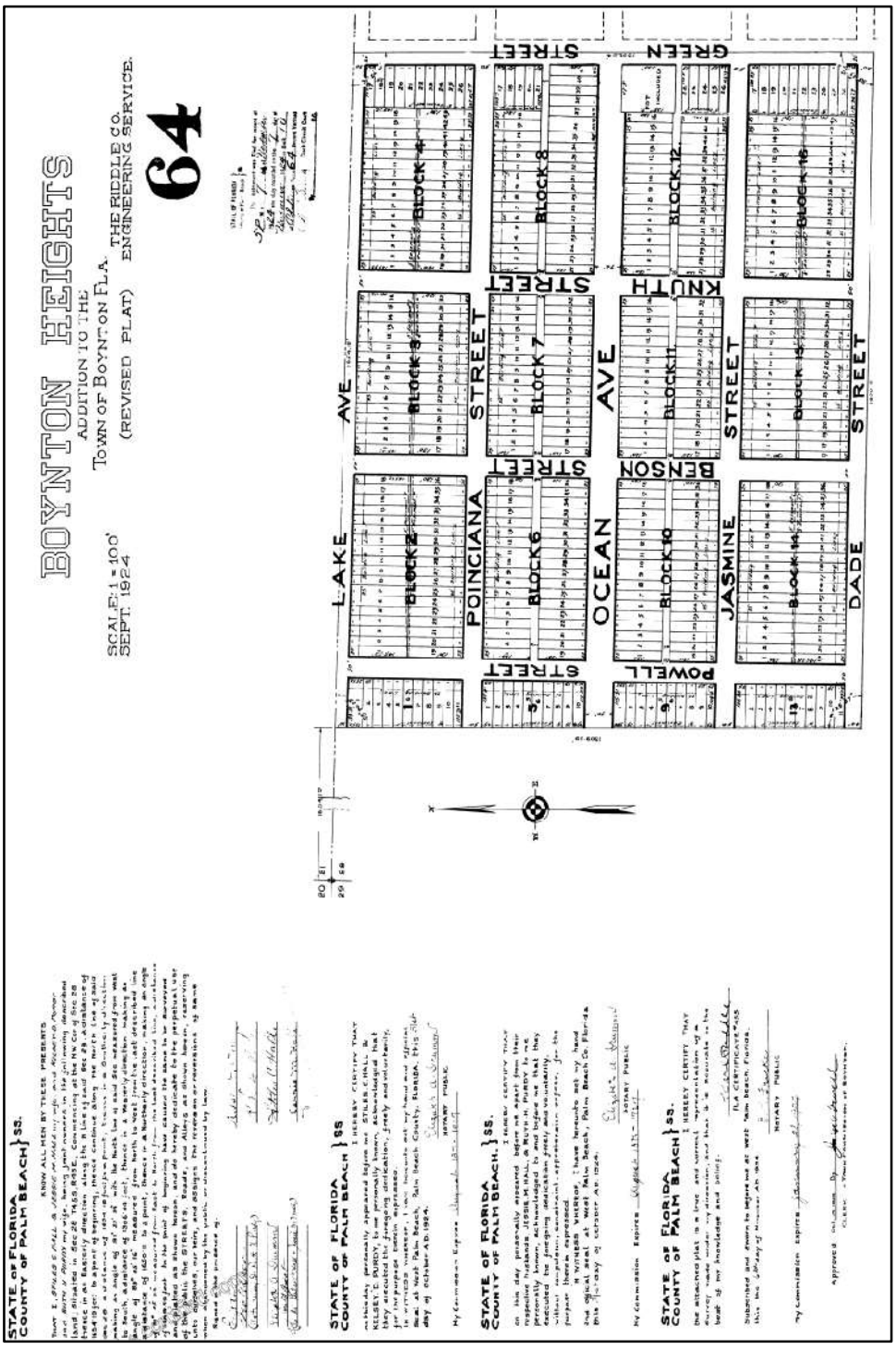
Attachment A

Boynton Heights Addition, 1915



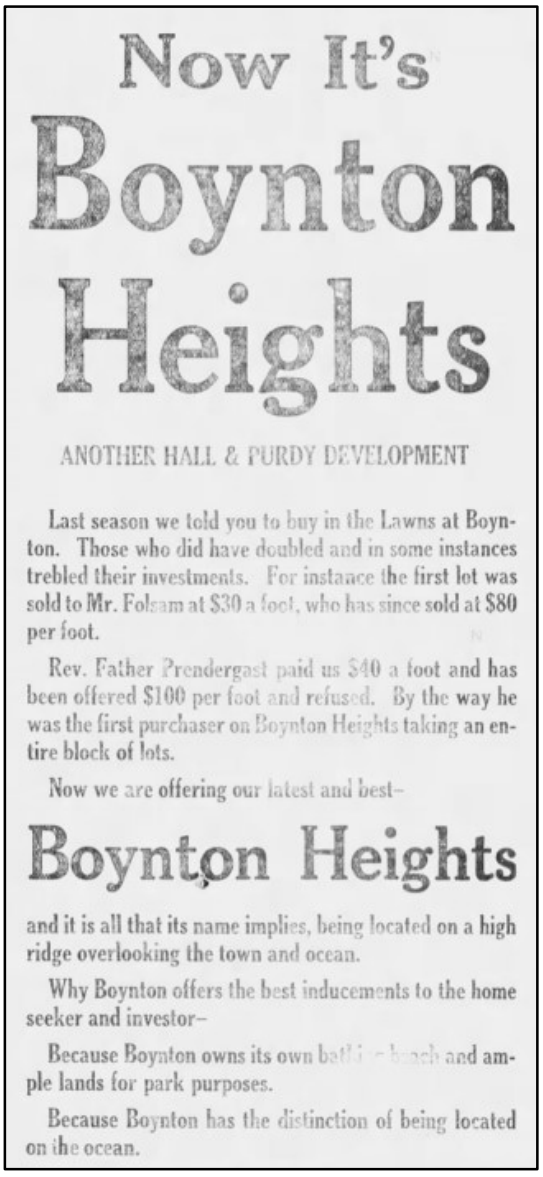
Attachment B

Boynton Heights Addition, 1924



Attachment C

Palm Beach Post, November 1, 1924



Now It's

Boynton Heights

ANOTHER HALL & PURDY DEVELOPMENT

Last season we told you to buy in the Lawns at Boynton. Those who did have doubled and in some instances trebled their investments. For instance the first lot was sold to Mr. Folsam at $30 a foot, who has since sold at $80 per foot.

Rev. Father Prendergast paid us $40 a foot and has been offered $100 per foot and refused. By the way he was the first purchaser on Boynton Heights taking an entire block of lots.

Now we are offering our latest and best–

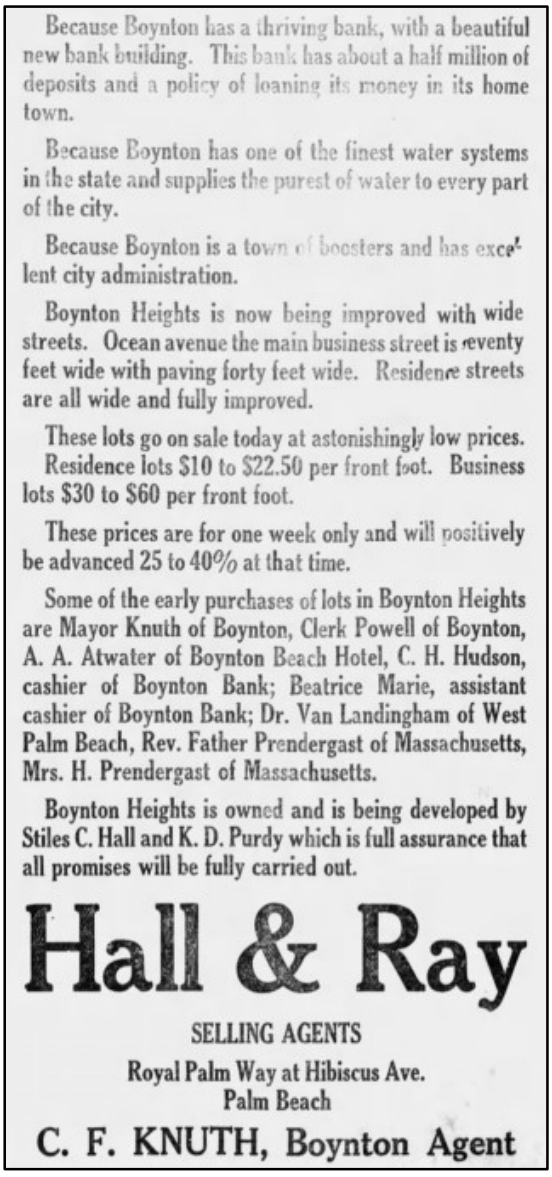
Boynton Heights

and it is all that its name implies, being located on a high ridge overlooking the town and ocean.

Why Boynton offers the best inducements to the home seeker and investor–

Because Boynton owns its own bathing beach and ample lands for park purposes.

Because Boynton has the distinction of being located on the ocean.



Because Boynton has a thriving bank, with a beautiful new bank building. This bank has about a half million of deposits and a policy of loaning its money in its home town.

Because Boynton has one of the finest water systems in the state and supplies the purest of water to every part of the city.

Because Boynton is a town of boosters and has excellent city administration.

Boynton Heights is now being improved with wide streets. Ocean avenue the main business street is seventy feet wide with paving forty feet wide. Residence streets are all wide and fully improved.

These lots go on sale today at astonishingly low prices. Residence lots $10 to $22.50 per front foot. Business lots $30 to $60 per front foot.

These prices are for one week only and will positively be advanced 25 to 40% at that time.

Some of the early purchases of lots in Boynton Heights are Mayor Knuth of Boynton, Clerk Powell of Boynton, A. A. Atwater of Boynton Beach Hotel, C. H. Hudson, cashier of Boynton Bank; Beatrice Marie, assistant cashier of Boynton Bank; Dr. Van Landingham of West Palm Beach, Rev. Father Prendergast of Massachusetts, Mrs. H. Prendergast of Massachusetts.

Boynton Heights is owned and is being developed by Stiles C. Hall and K. D. Purdy which is full assurance that all promises will be fully carried out.

Hall & Ray

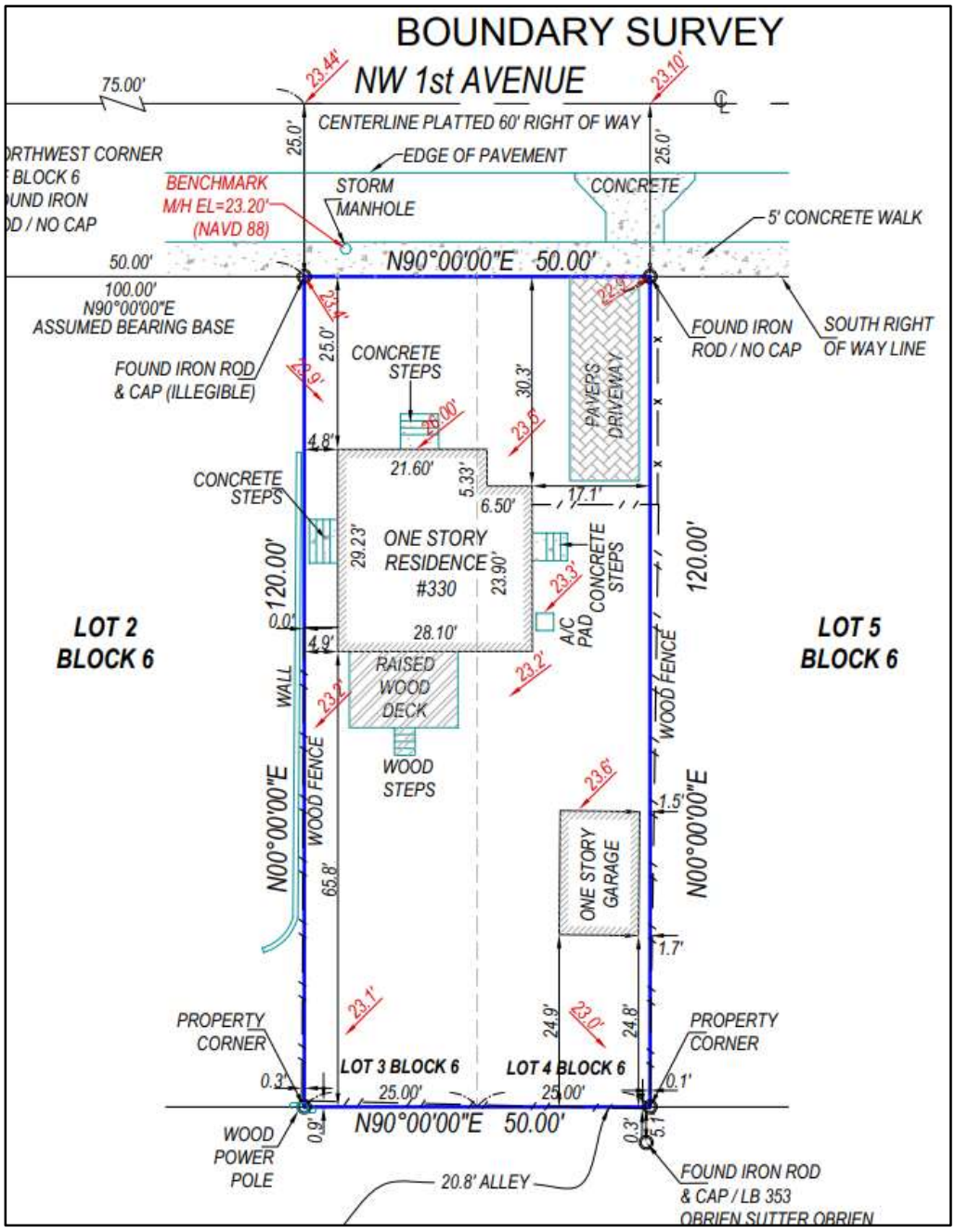
SELLING AGENTS

Royal Palm Way at Hibiscus Ave.
Palm Beach

C. F. KNUTH, Boynton Agent

Attachment D

Survey



HISTORIC DESIGNATION
330 NW 1st Avenue

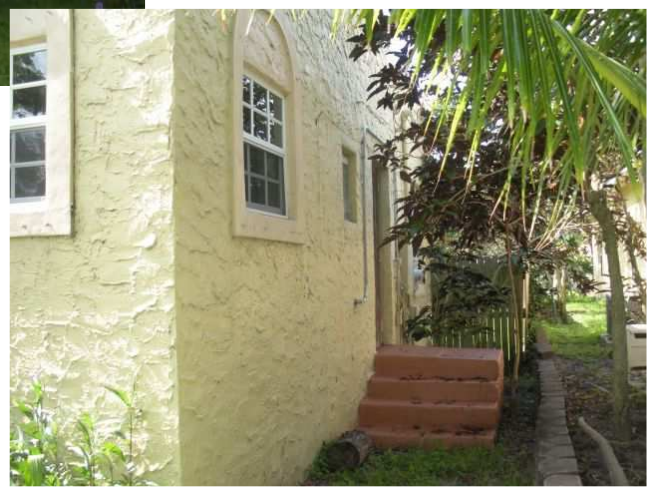
June 7, 2022

Request for Designation

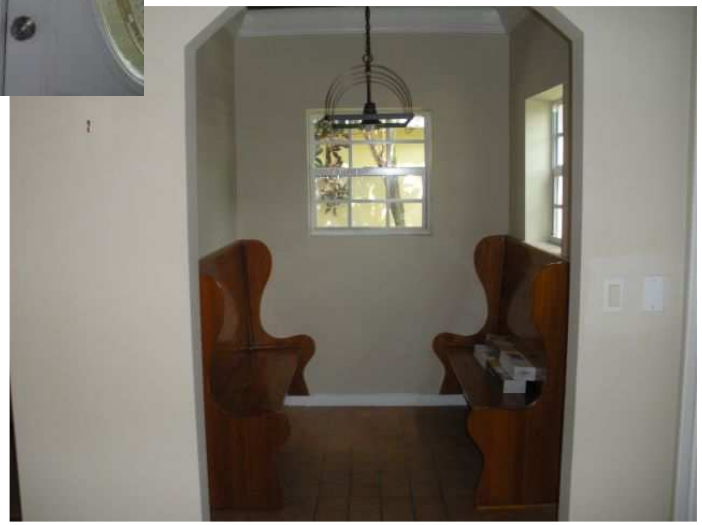
<u>330 NW 1st Avenue</u>

- Edwin Bradley
- "Susan J. Mize House"
- 1996 Survey –1924
- Mission Style
- Owner-initiated
- Bldg. addition planned

Pictorial



Pictorial



Significance
330 NW 1st Ave.

- Built in circa 1924
- Embodies distinctive characteristics
- Defining elements are preserved
- Association with or representative of events that contributed to City's history

Significance
330 NW 1st Ave.

- "..amongst the earliest homes built..during..Boom Time Era".
- "..significant example of Mission Style architecture.."
- Property has retained much of its integrity of design, material, workmanship & association.

HISTORIC DESIGNATION
330 NW 1st Avenue

June 7, 2022

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 6/21/2022

Requested Action by Commission:
Proposed Ordinance No. 22-016 - First Reading - an Ordinance of the City of Boynton Beach, Florida; amending Chapter 18, Article IV, Pensions for Firefighters; amending Section 18-180.2 of the City Code governing Firefighter Pension COLA; amending Section 18-194(b) regarding the Firefighter DROP program; providing for inclusion in the code; providing for severability; providing for a repealer; and providing for an effective date.

Explanation of Request:

Amend Section 18-194 regarding DROP Program:

- Increases DROP participation from 5 years to 8 years.
- Provides option for 7% guaranteed interest rate for all DROP participants in Years 1-5.
- DROP participants contribute 6% during years 6, 7, and 8.
  - 5% allocated to funding COLA (Section 18-180.2(c)
  - 1% allocated to unfunded liabilities
- Adjust compensation calculation to be the average of the three (3) highest years of compensation over the immediate past ten (10) years; previously it was the average of the five (5) highest years.
- Eliminate provision requiring DROP funds to be disbursed no later than 45 days from separation of City service.
- Provides a mechanism for existing DROP participants to elect to extend DROP for a total of 8 years.

Amend Section 18-194(b) regarding DROP Program:

- Eliminate "Consolidated Deferred Retirement Option Plan" for members hired on or after January 1, 2020. For pension deposits into the DROP during years one through five, interest will be credited under one of the following three options by the member at retirement: (1) Gain or loss at the same rate earned by the Plan; (2) Guaranteed rate of 7%; or (3) The rate earned by self-directed account utilizing mutual funds selected by the Board.

Amend Section 18-180.2 regarding COLA (Cost of Living Adjustment):

- Adds provision effective October 1, 2023 for current DROP participants who extend DROP participation beyond 5 years to be eligible to receive COLA benefits beginning October 1st following separation from City service.

How will this affect city programs or services? Proposed changes were discussed in conjunction with union negotiations for a successor IAFF Collective Bargaining Agreement, which was ratified by the Commission on June 7, 2022.

Fiscal Impact:
A summary of the pension plan actuary's findings (attached) are as follows:
As a result of the proposed Plan changes and the associated assumption change that the average delay from the date of retirement/DROP entry until the date of the first COLA increase will be 6 years instead of 5 years:

- The total actuarially determined employer contribution (ADEC) for the fiscal year ending September 30, 2023 decreases by $124,832, from $6,772,144 to $6,647,312 (or by 1.04% of covered payroll,

from 56.42% to 55.38%). Since the Plan/assumption change responsible for this decrease is associated exclusively with the cost of the COLA, which is borne by 5% Plan member contributions and allocations from annual Chapter 175 State money, this cost reduction reduces the amount of annual Chapter 175 State money needed to fund the COLA by $124,832 (from $1,068,298 to $943,466) beginning in fiscal year 2023.

- The net required City contribution remains unchanged (at $5,703,846).
- The funded ratio (actuarial value of assets divided by actuarial accrued liability) increases by 0.5%, from 74.4% to 74.9%. The amount of the unfunded actuarial accrued liability decreases by $1,137,446.

Alternatives: Returning to the bargaining table for further discussion.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance approving amendment to Fire DROP Plan
🗋	Addendum	Actuarial Impact Statement

ORDINANCE NO. 22 - _____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA; AMENDING CHAPTER 18, ARTICLE IV, PENSIONS FOR FIREFIGHTERS; AMENDING SECTION 18-180.2 OF THE CITY CODE GOVERNING FIREFIGHTER PENSION COLA; AMENDING SECTION 18-194 REGARDING THE FIREFIGHTER DROP PROGRAM; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach and the Boynton Beach Association of Fire Fighters, Florida Local 1891, of the International Association of Fire Fighters negotiated a new collective bargaining agreement.

WHEREAS, an ordinance amending City of Boynton Beach Municipal Firefighters Pension Trust Fund is required.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1: The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission

Section 2: Section 18-180.2 of the Code of Ordinances of the City of Boynton Beach is hereby amended to read as follows:

Sec. 18-180.2. Cost of living increase.

(a) Effective December 1, 2011, an automatic two percent (2%) annual cost of living adjustment (COLA) is created for all members who retire or enter into the DROP on or after December 1, 2006. Payment of annual COLA benefits shall not begin until five (5) years after retirement or entry into the DROP. As of each October first, retirees in pay status and beneficiaries receiving monthly survivorship benefits on behalf of deceased members, shall have their benefits adjusted annually, following the five (5)-year delay. Retirees eligible to receive annual COLA benefits shall include all retirees electing early retirement and all disability retirees who enter pay status on or after December 1, 2006. Effective October 1, 2023, COLA benefits will commence beginning on the October 1 following separation from service, for DROP participants who elect to extend their DROP participation beyond five (5) years.

(b) Every third year following adoption of this section, an actuarial evaluation of the cost of this benefit (two percent (2%) COLA adjustment for retirees) will be provided to the city by the Pension Plan's actuary, or other actuary designated by the city at its option. In the event the projected cost of the benefit increases over the projected cost for fiscal year 2006-2007, the Pension Plan shall be further amended to provide that the increased costs will be offset by (1) an increase in the five percent (5%) employee contribution provided herein, or (2) use of Chapter 175 funds, or (3) reduction of the cost of living (COLA) benefit for non-retired members, or any combination of (1), (2) or (3), as recommended by the Pension Board in consultation with the membership. Notwithstanding any provision to the contrary, COLA benefits under this paragraph shall not be reduced for retirees.

(c) In years where the actuarial evaluation described above determines that the cost of the COLA benefit is less than the projected cost for the benefit for fiscal year 2006-2007, the actuarial

savings shall be recognized in a contribution reserve account within the Pension Plan. Any savings accumulated in the contribution reserve account shall be held in trust to be used to offset unanticipated COLA costs in future years.

Section 3: Section 18-194 of the Code of Ordinances of the City of Boynton Beach is hereby amended to read as follows:

Sec. 18-194 Deferred retirement option plan.

(a) The following provisions shall apply to all members ~~**hired prior to January 21, 2020**~~:

(1) A deferred retirement option plan ("DROP") is hereby created.

(2) Eligibility to participate in the DROP is based upon eligibility for normal service retirement in the plan.

(3) Participation in the DROP must be exercised within the first 30 years of employment; provided, however, that participation in the DROP, when combined with participation in the retirement plan as an active member, may not exceed 30 years. The maximum period of participation in the DROP is five years. An employee's election to participate in the DROP plan shall be irrevocable and shall be made by executing a resignation notice on a form prescribed by the city. Effective October 1, 2023 the maximum period of DROP participation shall be eight (8) years; provided that the maximum period of active membership when combined with DROP participation shall not exceed thirty-three (33) years. DROP participants electing to remain in DROP during years six (6) through eight (8) shall resume employee "pick-up" contributions at the rate of six percent (6%) as follows: Five percent (5%) shall be allocated to COLA funding under Section 18-180.2(c) and the remaining one percent (1%) shall be applied to unfunded liabilities in the retirement system.

(4) Upon exercising the right to participate in the DROP, an employee's creditable service, accrued benefits and compensation calculation shall be frozen and shall utilize the average of the three ~~five~~ highest of the ten years immediately preceding participation in the DROP as the compensation basis. Accumulated, unused sick and vacation leave shall be included in the compensation calculation; provided, however, that a minimum balance of 120 hours of sick leave and 120 hours of vacation leave shall be maintained by the employee and excluded from this calculation. The retained leave balance, including any additions, shall be distributed at the conclusion of DROP participation and separation from service.

(5) Payment shall be made into the employee's DROP account as if the employee had terminated employment in the city in an amount determined by the employee's selection of the payment option.

(6) An employee's account in the DROP program shall earn interest in one of three ways. The selection of the earnings program shall be irrevocable and shall be made prior to the first deposit in the DROP account. The options are:

a. Gain or lose interest at the same rate as the plan; or

b. At an annual fixed rate of 7%; or

c. In a self-directed account utilizing mutual funds selected by the Board.

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

Effective October 1, 2023, DROP participants electing to remain in the DROP after five years shall receive interest on deposits (and earnings thereon) made into the DROP during years six (6) through eight (8), at a rate equal to the overall net (earning less costs) investment rate of return on the retirement plan assets. Notwithstanding fund performance, the crediting rate will be no less than 0% and no more than 8% for deposits made during years 6 through 8, whereas the interest on deposits (and earnings thereon) made during years 1 through 5 shall be at the rate selected by the member prior to entry into DROP pursuant to section 6a. or 6b. DROP deposits accumulated during years 1 to 5 will be segregated from DROP deposits accumulated during years 6 to 8 for interest crediting purposes. After separation from service, DROP assets from each period will be separately credited with earnings, as appropriate. The crediting of interest shall occur annually as of the end of the fiscal year for assets accumulated during years 6 to 8, based on the net (earnings less cost) investment rate of return provided by the Plan's investment consultant.

(7) An employee shall terminate service with the city at the conclusion of five years in the DROP. Effective October 1, 2023 DROP participants shall terminate service with the City at the conclusion of eight (8) years in the DROP.

(8) All interest shall be credited to the employee's DROP account on the last day of the month in which the member separates from service. In the event that a member dies while in the DROP, interest shall be pro-rated to the last business day of the month preceding the death of the member.

(9) Upon termination with the city, an employee may receive payment within 45 days of the member requesting payment or may defer payment until a time not later than the latest date authorized by Section 401(a)(9) of the Internal Revenue Code at the option of the member.

(10) Payments from the DROP may be received as a lump sum installment payment or annuity, provided, however, that at all times, the DROP shall be subject to the provisions of the Internal Revenue Service.

(11) No payment may be made from the DROP until the employee actually separates from service with the city.

(12) If an employee shall die during participation in the DROP, a survivor benefit shall be payable in accordance with the form of benefit chosen at the time of entry into the DROP.

(13) Upon commencement of participation in the DROP, the member shall no longer be eligible for disability retirement from the pension plan. If a member becomes disabled during the DROP period, the member shall be treated as if he/she retired on the day prior to the date of disability.

(14) In order to remain in the DROP beyond the current five-year cap, existing DROP participants shall provide written notice of their intent to extend their DROP participation. The deadline for providing written notice shall expire thirty (30) days after second reading of this ordinance.

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~~(b) The following provisions of the "Consolidated Deferred Retirement Option Plan" shall apply to members hired on or after January 1, 2020.~~

~~(1) A city employee deferred retirement option plan (DROP) is hereby created, amending, implementation, all conflicting provisions in existing DROP plans for general employees, police officer employees, and fire/rescue employees.~~

~~(2) Employees who reach eligibility for normal service retirement in the employee's retirement plan may elect to enter DROP.~~

~~(3) An employee may elect to participate in the deferred retirement option plan (DROP) provided they make the election no later than 30 days after reaching their normal retirement date. Notwithstanding the foregoing, upon enactment of this section, employees who have reached normal retirement date and did not enter DROP may make their initial election to participate in the DROP no later than 90 days after the implementation date of this section.~~

~~(4) An election to participate in the DROP plan is irrevocable.~~

~~(5) Employees may elect to participate by submitting an election to enter DROP to the city's Human Resource Department ("Department") on a form available from the Department for that purpose. On receipt of the election to enter DROP the Department will notify the administrator of the pension plan in which the employee participates.~~

~~(6) Participation in the DROP must be exercised within the first 30 years of combined credited service (25 for law enforcement officers).~~

~~(7) An employee shall not participate in the DROP for more than five years.~~

~~(8) Upon an employee's election to participate in the DROP, the employee shall cease to be an employee of the retirement plan and is precluded from accruing any additional benefit under the Pension Fund. For all fund purposes, the employee becomes a "retiree" (which term shall be synonymous with "employees" who elect to enter DROP). The amount of credited service and final average salary freeze as of the date of entry into the DROP.~~

~~(9) Accumulated, unused sick (over 120 hours) and vacation leave (over 120 hours) shall be deemed cashed out and included in the compensation calculation; provided however, that a minimum balance of 120 hours of sick leave and 120 hours of vacation leave shall be maintained by the employee and excluded from this calculation. The retained leave balance, including any additions, shall be paid to the employee at the conclusion of DROP participation and separation from service.~~

~~(10) DROP plan account shall be established for each employee who elects to participate. These are not actual accounts but nominal accounts and balances are kept as a bookkeeping process.~~

~~(11) Payment shall be made into the employee's DROP account as if the employee had retired from the employ of the city. Payments into the DROP will be made monthly over the period the employee participates in the DROP, up to a maximum of 60 months or, pursuant to 401(A)(9) of the Internal Revenue Code, whichever occurs first.~~

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~~(12) An employee's participation in the DROP shall terminate at the end of five years, and the employee shall separate from city employment. Upon entering into the DROP, an employee shall file with the Board a binding non-revocable letter of resignation from city employment. The binding letter of resignation shall establish a deferred termination date in accordance with the limitations of this DROP which may be amended if an employee wished to separate from employment earlier than the deferred termination date.~~

~~(13) All interest shall be credited to the employee's DROP account less any outstanding loan balances on a quarterly basis with quarterly statements provided. In the event that an employee dies while in the DROP, interest shall be pro-rated to the last business day of the month preceding the death of the employee.~~

~~(14) During the period of the employee's participation in the DROP plan, the employee's normal retirement benefit shall be accounted for and paid into the employee's DROP plan account.~~

~~(15) The employee's DROP plan account shall be invested with the retirement plan assets and credited with interest equal to the overall net (earning less costs) investment rate of return on the retirement plan assets during the period of the employee's participation in the DROP plan. Notwithstanding fund performance, the crediting rate will be no less than 0% and no more than 8%.~~

~~(16) At the conclusion of the retiree's participation in the DROP plan, and as a condition of participating in such plan, the retiree will continue retirement and terminate city employment. The retiree will thereafter receive a normal monthly retirement benefit at the same rate as previously calculated upon entry into the DROP but the monthly amount will be paid to the retiree and no longer accounted for in the DROP plan account. If the employee does not terminate participation in the DROP plan at the end of the 60 month maximum participation period, no earnings will be credited on the DROP balance and no further DROP deposits will be made.~~

~~(17) No amount can be paid from the retirement plan until the DROP employee terminates employment.~~

~~(18) Upon termination, the retiree's DROP plan account will thereafter be distributed to the retiree in a cash lump sum, which can be rolled over or paid in cash unless the retiree elects an alternative distribution (also known as a rollover). Direct rollover may be accomplished by any reasonable means determined by the Pension Board.~~

~~(19) If a retiree dies before distribution of the retiree's DROP plan account commences, the account balance shall be distributed paid to the retiree's designated beneficiary in a lump sum, which can be rolled over or paid in cash at the beneficiary's discretion.~~

~~(20) Distribution of an employee's DROP plan account shall begin as soon as administratively practicable following the employee's termination of employment. The employee must elect the distribution within but in no event later than 45 days following the employee's termination date. If the employee does not timely request the withdrawal of the asset in the DROP plan, no further earnings will be credited on the DROP balance.~~

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~~(21) Any form of payment selected by the employee must comply with the minimum distribution requirements of IRC 401(A)(9), which states that payments must commence by age 70 1/2, or age 72 for retirees who attain age 70 1/2 on or after January 1, 2020.~~

Section 4: It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5: If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

Section 6: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

FIRST READING this 21st day of June, 2022.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

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Words in underline type are additions.

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

June 10, 2022

Mr. David Williams
Boynton Beach Municipal Firefighters' Pension Trust Fund
Precision Pension Administration
2100 North Florida Mango Road
West Palm Beach, Florida 33409

Re: City of Boynton Beach Municipal Firefighters' Pension Trust Fund – Actuarial Impact Statement

Dear Dave:

As requested, we have prepared the enclosed Actuarial Impact Statement showing the impact of the proposed Ordinance which would amend the Plan provisions of the City of Boynton Beach Municipal Firefighter's Pension Trust Fund (Plan). The results are based on census and asset data as of October 1, 2021.

Please refer to the enclosed exhibits for details. The following is a brief description of the Plan changes included in the proposed Ordinance.

- Current Plan Provisions and Assumptions – Same plan provisions and actuarial assumptions as described in the October 1, 2021 Actuarial Valuation Report. Each retiree, beneficiary and disability retiree who retires or enters the DROP on or after December 1, 2006 receives a 2.0% increase in benefits on October 1st of each year beginning five years after retirement. Members participating in the DROP do not contribute to the Plan and must terminate service after the earlier of five years of participation in the DROP or 30 years of total employment. A Consolidated Deferred Retirement Option Plan is applicable for members hired on or after January 1, 2020 in which members' DROP accounts are credited at the same rate earned by the Plan, but no less than 0% and no more than 8%.

- Plan Changes – The proposed ordinance would amend the Plan as follows:

  - Effective October 1, 2023, the maximum period of DROP participation is the earlier of 8 years of participation in the DROP or 33 years of employment. DROP participants electing to remain in DROP longer than five years shall resume making employee "pick-up" contributions during years 6 through 8 at the rate of 6% of Compensation, with 5% of Compensation allocated toward funding the COLA and the remaining 1% applied toward the unfunded liabilities in the Pension Trust Fund.

  - Effective October 1, 2023, annual COLA increases will commence beginning on the October 1st following the later of (i) five years after retirement, or (ii) the date of separation from service (for DROP participants who elect to extend their DROP participation period longer than five years).

- Section 18-194(b) on the "Consolidated Deferred Retirement Option Plan" for members hired on or after January 1, 2020 is eliminated. For pension deposits into the DROP during years one through five, interest will be credited under one of the following three options elected by the member at retirement: (1) Gain or loss at the same rate earned by the Plan; (2) Guaranteed rate of 7%; or (3) The rate earned by a self-directed account utilizing mutual funds selected by the Board.

- Effective October 1, 2023, for DROP participants electing to remain in the DROP longer than five years, pension deposits into the DROP during years 6 through 8 will be credited with interest at the same annual rate of return earned by investments in the Plan, net of investment expenses, but no less than 0% and no more than 8% per year.

The proposed Ordinance would also make a clarifying change to match existing practice associated with benefit calculations under the Plan: Upon exercising the right to participate in the DROP, an employee's creditable service, accrued benefits and compensation calculation shall be frozen and shall utilize the average of the three highest of the ten years immediately preceding participation in the DROP as the compensation basis. In our opinion, this change would will have no actuarial impact on the cost of the Plan, as it trues up the Plan language with actual current practice.

After discussion with the Pension Board chairman, we are assuming that the proposed change to delay the first COLA increase until the October 1st following separation from employment (for DROP participants who elect to extend their DROP participation period longer than five years) will result in an average delay of 6 years from the date of retirement/DROP entry to the date of the first COLA increase for all current DROP participants and all active members. This is a change from the current assumed delay of five years. This assumption should be monitored and compared against emerging experience, but is believed to be somewhat conservative, as several members have expressed an interest in participating in the DROP for the new maximum DROP participation period of 8 years.

Summary of Findings

As a result of the proposed Plan changes and the associated assumption change that the average delay from the date of retirement/DROP entry until the date of the first COLA increase will be 6 years instead of five years:

- The total actuarially determined employer contribution (ADEC) for the fiscal year ending September 30, 2023 decreases by $124,832, from $6,772,144 to $6,647,312 (or by 1.04% of covered payroll, from 56.42% to 55.38%). Since the Plan/assumption change responsible for this decrease is associated exclusively with the cost of the COLA, which is borne by 5% Plan member contributions and allocations from annual Chapter 175 State money, this cost reduction reduces the amount of annual Chapter 175 State money needed to fund the COLA by $124,832 (from $1,068,298 to $943,466) beginning in fiscal year 2023.

- The net required City contribution remains unchanged (at $5,703,846).

- The funded ratio (actuarial value of assets divided by actuarial accrued liability) increases by 0.5%, from 74.4% to 74.9%. The amount of the unfunded actuarial accrued liability decreases by $1,137,446.

Other Cost Considerations

The proposed Ordinance extends the DROP maximum period from the earlier of 5 years of participation or 30 years of total employment to the earlier of 8 years of participation or 33 years of total employment. To the extent that members utilize the longer DROP participation period and remain in the DROP longer than 5 years, it is likely to reduce the need to hire new Firefighters as soon. This could cause a smaller proportion of the overall population of actively employed Firefighters (which includes DROP participants) to be earning benefit accruals. This may lead to lower normal costs (the cost of benefits being earned each year) in the future (and consequently lower future City contributions) than they otherwise would have been if the maximum DROP participation period remained at 5 years. The future savings depend on how many Firefighters elect to extend their DROP participation periods beyond 5 years and for how long. A full analysis of this potential future impact would require projections to be run incorporating assumptions as to how many Firefighters choose to participate in the DROP for 6, 7 or 8 years and was outside of the scope of this assignment.

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in Plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the Plan's future financial condition include:

1. Investment risk – actual investment returns may differ from the either assumed or forecasted returns;
2. Contribution risk – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the Plan's funding policy or material changes may occur in the anticipated number of covered employees, covered payroll, or other relevant contribution base;
3. Salary and Payroll risk – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
4. Longevity risk – members may live longer or shorter than expected and receive pensions for a period of time other than assumed;

5. Other demographic risks – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return is less (or more) than the assumed rate, the cost of the Plan can be expected to increase (or decrease). Likewise if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

The computed contribution amounts may be considered as a minimum contribution that complies with the pension Board's funding policy and the State statutes. The timely receipt of the actuarially determined contributions is critical to support the financial health of the Plan. Users of this report should be aware that contributions made at the actuarially determined rate do not necessarily guarantee benefit security.

Risk Assessment

Risk assessment was outside the scope of this report. Risk assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability. We are prepared to perform such assessment to aid in the decision making process.

Disclosures and Qualifications

This report was prepared at the request of the Plan Administrator and is intended for use by the Pension Trust Fund and those designated or approved by the Board. This report may be provided to parties other than the Board only in its entirety and only with the Board's permission. GRS is not responsible for the unauthorized use of this report.

The purpose of this report is to describe the financial effect of the changes summarized above. This report should not be relied on for any purpose other than the purpose described above. Determinations of financial results associated with the benefits described in this report, for purposes other than those identified above may be significantly different.

The results in this report are based on census and asset data as of October 1, 2021, as provided by the Plan Administrator for the October 1, 2021 Actuarial Valuation concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the Plan Administrator. Please refer to the Actuarial Valuation Report dated April 22, 2022 for all actuarial assumptions, methods and disclosures.

The calculations are based upon assumptions regarding future events, which may or may not materialize. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the City of Boynton Beach Municipal Firefighters' Pension Trust Fund as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

Peter N. Strong and Jeffrey Amrose are members of the American Academy of Actuaries. These actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein.

The signing actuaries are independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,

GABRIEL, ROEDER, SMITH & COMPANY

Peter N. Strong, FSA, MAAA
Senior Consultant & Actuary

Jeffrey Amrose, MAAA
Senior Consultant & Actuary

Enclosures

CITY OF BOYNTON BEACH
MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND

Actuarial Impact Statement – June 10, 2022

Description of Amendments

The proposed ordinance would amend the Plan as follows:

- Effective October 1, 2023, the maximum period of DROP participation is the earlier of 8 years of participation in the DROP or 33 years of employment. DROP participants electing to remain in DROP longer than five years shall resume making employee "pick-up" contributions during years 6 through 8 at the rate of 6% of Compensation, with 5% of Compensation allocated toward funding the COLA and the remaining 1% applied toward the unfunded liabilities in the Pension Trust Fund.
- Effective October 1, 2023, annual COLA increases will commence beginning on the October 1st following the later of (i) five years after retirement, or (ii) the date of separation from service (for DROP participants who elect to extend their DROP participation period longer than five years).
- Section 18-194(b) on the "Consolidated Deferred Retirement Option Plan" for members hired on or after January 1, 2020 is eliminated. For pension deposits into the DROP during years one through five, interest will be credited under one of the following three options elected by the member at retirement: (1) Gain or loss at the same rate earned by the Plan; (2) Guaranteed rate of 7%; or (3) The rate earned by a self-directed account utilizing mutual funds selected by the Board.
- Effective October 1, 2023, for DROP participants electing to remain in the DROP longer than five years, pension deposits into the DROP during years 6 through 8 will be credited with interest at the same annual rate of return earned by investments in the Plan, net of investment expenses, but no less than 0% and no more than 8% per year.

The proposed Ordinance would also make a clarifying change to match existing practice associated with benefit calculations under the Plan: Upon exercising the right to participate in the DROP, an employee's creditable service, accrued benefits and compensation calculation shall be frozen and shall utilize the average of the three highest of the ten years immediately preceding participation in the DROP as the compensation basis. In our opinion, this change would will have no actuarial impact on the cost of the Plan, as it trues up the Plan language with actual current practice.

Funding Implications of Amendment

An actuarial cost estimate is attached.

Certification of Administrator

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.

For the Board of Trustees
as Plan Administrator

SUPPLEMENTAL ACTUARIAL VALUATION REPORT

Plan

City of Boynton Beach Municipal Firefighters' Pension Trust Fund

Valuation Date

October 1, 2021

Date of Report

June 10, 2022

Report Requested by

Board of Trustees

Prepared by

Peter N. Strong

Group Valued

All active and inactive Firefighters

Changes in Plan Provisions

Current Provisions (Before Proposed Changes)

- Members participating in the DROP do not contribute to the Plan and must terminate service after the earlier of 5 years of participation in the DROP or 30 years of employment.
- Each retiree, beneficiary and disability retiree who retires or enters the DROP on or after December 1, 2006 receives a 2.0% (cost of living) increase in benefits on October 1st of each year beginning 5 years after retirement.
- A Consolidated Deferred Retirement Option Plan is applicable for members hired on or after January 1, 2020. Account balances for members in the Consolidated DROP are credited at the same rate earned by the Plan, but no less than 0% and no more than 8%.

Revised Provisions (After Proposed Changes)

- Effective October 1, 2023, the maximum period of DROP participation is the earlier of 8 years of participation in the DROP or 33 years of employment. DROP participants electing to remain in DROP longer than five years shall resume making employee "pick-up" contributions during years 6 through 8 at the rate of 6% of Compensation, with 5% of Compensation allocated toward funding the COLA and the remaining 1% applied toward the unfunded liabilities in the Pension Trust Fund.
- Effective October 1, 2023, annual COLA increases will commence beginning on the October 1st following the later of (i) five years after retirement, or (ii) the date of separation from service (for DROP participants who elect to extend their DROP participation period longer than five years).

- Section 18-194(b) on the "Consolidated Deferred Retirement Option Plan" for members hired on or after January 1, 2020 is eliminated. For pension deposits into the DROP during years one through five, interest will be credited under one of the following three options elected by the member at retirement: (1) Gain or loss at the same rate earned by the Plan; (2) Guaranteed rate of 7%; or (3) The rate earned by a self-directed account utilizing mutual funds selected by the Board.
- Effective October 1, 2023, for DROP participants electing to remain in the DROP longer than five years, pension deposits into the DROP during years 6 through 8 will be credited with interest at the same annual rate of return earned by investments in the Plan, net of investment expenses, but no less than 0% and no more than 8% per year.

The proposed Ordinance would also make a clarifying change to match existing practice associated with benefit calculations under the Plan: Upon exercising the right to participate in the DROP, an employee's creditable service, accrued benefits and compensation calculation shall be frozen and shall utilize the average of the three highest of the ten years immediately preceding participation in the DROP as the compensation basis. In our opinion, this change would will have no actuarial impact on the cost of the Plan, as it trues up the Plan language with actual current practice.

Changes in Actuarial Assumptions and Methods

It has been assumed that the proposed change to delay the first COLA increase until the October 1st following separation from employment (for DROP participants who elect to extend their DROP participation period longer than five years) will result in an average delay of 6 years from the date of retirement/DROP entry to the date of the first COLA increase for all current DROP participants and all active members. This is a change from the current assumed delay of five years.

All other actuarial assumptions and methods are the same as those used in the October 1, 2021 Actuarial Valuation Report.

Some of the key assumptions/methods are:
Investment Return – 7.15%
Salary Increase – 3.25% to 15.0% per year depending on service
Cost Method – Entry Age Normal

Amortization Period for Any Change in Actuarial Accrued Liability

25 years

Summary of Data Used in Report

See attached page

Actuarial Impact of Proposal(s)

See attached page(s)

PARTICIPANT DATA		
	October 1, 2021 *Valuation*	October 1, 2021 *Proposed Ordinance*
ACTIVE MEMBERS		
Number	111	111
Covered Annual Payroll	$ 11,710,333	$ 11,710,333
Average Annual Payroll	$ 105,498	$ 105,498
Average Age	38.9	38.9
Average Past Service	11.2	11.2
Average Age at Hire	27.7	27.7
RETIREES, BENEFICIARIES & DROP		
Number	129	129
Annual Benefits	$ 8,080,500	$ 8,080,500
Average Annual Benefit	$ 62,640	$ 62,640
Average Age	62.5	62.5
DISABILITY RETIREES		
Number	4	4
Annual Benefits	$ 193,448	$ 193,448
Average Annual Benefit	$ 48,362	$ 48,362
Average Age	49.3	49.3
TERMINATED VESTED MEMBERS		
Number	2	2
Annual Benefits	$ 77,127	$ 77,127
Average Annual Benefit	$ 38,564	$ 38,564
Average Age	41.6	41.6

ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC)			
A. Valuation Date	October 1, 2021 *Valuation*	October 1, 2021 *Proposed Ordinance*	*Change*
B. ADEC to Be Paid During Fiscal Year Ending	9/30/2023	9/30/2023	
C. Assumed Date of Employer Contrib.	10/1/2021	10/1/2021	
D. Annual Payment to Amortize Unfunded Actuarial Liability	$ 3,686,801	$ 3,613,145	$ (73,656)
E. Employer Normal Cost	2,920,288	2,871,697	(48,591)
F. ADEC if Paid on the Valuation Date: D+E	6,607,089	6,484,842	(122,247)
G. ADEC Adjusted for Frequency of Payments	6,607,089	6,484,842	(122,247)
H. ADEC as % of Covered Payroll	56.42 %	55.38 %	(1.04) %
I. Covered Payroll per Valuation	11,710,333	11,710,333	0
J. Assumed Rate of Increase in Covered Payroll to Contribution Year	2.50 %	2.50 %	0.00 %
K. Covered Payroll for Contribution Year	12,003,091	12,003,091	0
L. ADEC for Contribution Year: H x K	6,772,144	6,647,312	(124,832)
M. Estimate of State Revenue Allocated in Contribution Year (including amounts from the Accumulated Excess Reserve)	1,068,298	943,466	(124,832)
N. Actuarially Determined Employer Contribution (ADEC) in Contribution Year	5,703,846	5,703,846	0
O. ADEC as % of Covered Payroll in Contribution Year: N ÷ K	47.52 %	47.52 %	0 %
P. Estimated Amount of Accumulated Excess Premium Tax Revenue to offset ADEC (If Actual State Revenue = $995,143)	73,155	-	(73,155)

ACTUARIAL VALUE OF BENEFITS AND ASSETS

	October 1, 2021 *Valuation*	October 1, 2021 *Proposed Ordinance*	*Change*
A. Valuation Date			
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	$ 83,032,516	$ 81,899,532	$ (1,132,984)
b. Vesting Benefits	3,748,287	3,748,287	-
c. Disability Benefits	2,075,764	2,075,764	-
d. Preretirement Death Benefits	670,667	670,667	-
e. Return of Member Contributions	195,851	195,851	-
f. Total	89,723,085	88,590,101	(1,132,984)
2. Inactive Members			
a. Service Retirees & Beneficiaries	104,348,122	103,983,261	(364,861)
b. Disability Retirees	2,968,202	2,968,202	-
c. Terminated Vested Members	830,675	830,675	-
d. Total	108,146,999	107,782,138	(364,861)
3. Total for All Members	197,870,084	196,372,239	(1,497,845)
C. Actuarial Accrued (Past Service) Liability per GASB No. 25	166,996,539	165,859,093	(1,137,446)
D. Actuarial Value of Accumulated Plan Benefits per FASB No. 35	N/A	N/A	N/A
E. Plan Assets			
1. Market Value	140,845,497	140,845,497	0
2. Actuarial Value	124,219,104	124,219,104	0
F. Unfunded Actuarial Accrued Liability: C - E2	42,777,435	41,639,989	(1,137,446)
G. Actuarial Present Value of Projected Covered Payroll	92,064,552	92,064,552	0
H. Actuarial Present Value of Projected Member Contributions	11,047,747	11,047,747	0
I. Funded Ratio: E2/C	74.4%	74.9%	0.5%

ENTRY AGE NORMAL METHOD
CALCULATION OF EMPLOYER NORMAL COST

A. Valuation Date	October 1, 2021 *Valuation*	October 1, 2021 *Proposed Ordinance*	 *Change*
B. Normal Cost for			
1. Service Retirement Benefits	$ 3,572,328	$ 3,523,737	$ (48,591)
2. Vesting Benefits	262,005	262,005	-
3. Disability Benefits	187,350	187,350	-
4. Preretirement Death Benefits	40,806	40,806	-
5. Return of Member Contributions	55,343	55,343	-
6. Total for Future Benefits	4,117,832	4,069,241	(48,591)
7. Assumed Amount for Administrative Expenses	207,696	207,696	-
8. Total Normal Cost	4,325,528	4,276,937	(48,591)
As % of Covered Payroll	36.94 %	36.52 %	(0.42) %
C. Expected Member Contribution	1,405,240	1,405,240	-
As % of Covered Payroll	12.00 %	12.00 %	0.00 %
D. Net Employer Normal Cost: B8-C	2,920,288	2,871,697	(48,591)
As % of Covered Payroll	24.94 %	24.52 %	(0.42) %