The City of

Boynton Beach

City Commission Agenda

Tuesday, October 21, 2025, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Rebecca Shelton, Mayor (At Large)
Woodrow L Hay, Vice Mayor (District II)
Angela Cruz, Commissioner (District I)
Thomas Turkin, Commissioner (District III)
Aimee Kelley, Commissioner (District IV)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesus, 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 disrupts 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:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

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

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

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

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1. **Openings**

A. Call to Order - Mayor Rebecca Shelton
Roll Call.

Invocation by Pastor Bryce Hutson, Christ Fellowship Church.

Pledge of Allegiance to the Flag led by Commissioner Angela Cruz.

Agenda Approval:
1. Additions, Deletions, Corrections
2. Adoption

2. **Other**

A. Information Items by members of the City Commission.
City Commissioners to disclose any informational items to the public.

3. **Announcements, Community and Special Events And Presentations**

A. Charter Review Committee Final Report and Recommendations.
Staff recommends that the City Commission receive and review the Charter Review Committee's Final Report and consider placing five proposed charter amendments on the March 2026 General Municipal Election ballot for voter approval.

B. City Event Announcements
Pirate Fest- October 25, 2025 and October 26, 2025

4. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. 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. Community Support Funds.
Approve Community Support Fund requests from Commissioner Cruz and Commissioner Kelley.

6. **Consent Agenda**

A. Proposed Resolution No. R25-275- Authorizing the Mayor to sign the Recreation and Parks Special Events Application to the Town of Ocean Ridge for Oceanfront Bark events.
Staff recommends approval of Proposed Resolution No. R25-275.

B. Proposed Resolution No. R25-276- Approving and authorizing the assessment and recording of nuisance abatement liens against properties in the public records of Palm Beach County.
Staff recommends approval of Proposed Resolution No. R25-276.

C. Proposed Resolution No. R25-277- Authorize the City's application for the 2026-27

EMS Matching Grant offered by the Florida Department of Health in the amount of $20,275.76, and if awarded, authorize the City to accept the Grant and execute all future documents associated with the grant.

Staff recommends approval of Proposed Resolution No. R25-277.

D. Commission Meeting Minutes.
Approve minutes from the September 18, 2025 City Commission/CRA Joint Meeting, and the City Commission Meeting and Second Budget Hearing.

7. **Consent Bids and Purchases**

A. Approve the annual expenditure and authorize the Mayor to sign the renewal amendments for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities as described in Exhibit A for October 21, 2025 - " Request for Extensions and/or Piggybacks."
Staff recommends approval of this expenditure and execution of renewal amendments.

B. Proposed Resolution No. R25-278- Approve and authorize the issuance of Purchase Orders for the purchase of vehicles and equipment scheduled in the FY2025/2026 replacement budget, and permit the use of these same contracts for additional purchases as needed (e.g., totaled vehicles, mid-year position additions), by utilizing various Florida Sheriff's Association Contracts, Sourcewell Contracts, the Florida State Term Contract (Alan Jay), the City of Tallahassee Contract, the Charlotte County Contract, the HGAC-Buy Contract, the Hillsborough County Sheriff's Office Contract (Assorted Vehicle Procurement), and the Bradford County Sheriff's Office Contract (Duval Ford), for an estimated total amount of $8,277,000, plus a contingency of twenty percent (20%) or $1,655,400, for a total amount not to exceed $9,932,400, should the vehicles and/or equipment no longer be available and new models be delivered.
Staff recommends approval of Proposed Resolution No. R25-278.

C. Proposed Resolution No. R25-279- Approve a limited term extension amendment extending the City of Boynton Beach's agreement with Mae Volen Senior Center, Inc. for transportation services by an additional 180 days.
Staff recommends approval of Proposed Resolution No. R25-279.

D. Proposed Resolution No. R25-280- Award Request for Proposal No. 25-053R for the Citywide Holiday Lighting to Artistic Holiday Designs and approve an Agreement between the City and Artistic Holiday Designs in an amount not to exceed $110,000 per year.
Staff recommends approval of Proposed Resolution No. R25- 280.

E. Proposed Resolution No. R25-281- Approve the final rankings for the Request for Qualifications (RFQ) No. PWE25-009Q for Engineering Design and Environmental Review Services for the San Castle Infrastructure Mitigation Project (CDBG-MIT Funded) as recommended by the Evaluation Committee and authorize City staff to negotiate a contract with the recommended top-ranked proposer, Wade Trim, Inc. in accordance with section 287.055, Florida Statutes, otherwise known as the Consultants' Competitive Negotiation Act (CCNA).

Staff recommends approval of Proposed Resolution No. R25-281.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. Proposed Ordinance No. 25-022- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 0.36 Acres of Unincorporated Territory Located at 3604 Boynton Beach Boulevard, into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-022, at second reading.

B. Proposed Ordinance No. 25-032- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the Future Land Use Map of the City of Boynton Beach, Florida, for an approximately 0.36 acre parcel of real property located at 3604 Boynton Beach Boulevard, by changing the future land use classification from Palm Beach County's Commercial High with an underlying MR-8 (CH/8) to City of Boynton Beach's Local Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-032, at second reading.

C. Proposed Ordinance No. 25-033- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Curaleaf Florida LLC annexation, amending ordinance no. 02-013 to rezone approximately 0.36 acres of unincorporated territory located at 3604 Boynton Beach Boulevard, from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-033, at second reading.

D. Variance request to grant a reduced rear yard setback to 9.1 feet where 20 feet is required.
Approval of a variance request from Part III, Chapter 3, Article III, Section 1.C (Table 3.2) and Part III, Chapter 3, Article III, Section 3.C.3 (Table 3-17) to grant a reduction of a rear yard setback of 9.1 feet where 20 feet is required.

E. Development Order for the Conditional Use for American Countertops & Design LLC (COUS - 2025.06.4161).
Approve the Development Order for Conditional Use (COUS- 2025.06.4161) for

American Countertops & Design, LLC to be located at 1900 Corporate Dr., in the Planned Industrial Development (PID) zoning district.

F. Proposed Ordinance No. 25-034- First Reading, an Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, Land Development Regulations, Chapter 2, Land Development Process, Article VI, Impact and Selected Fees, and providing an effective date.
Staff recommends approval of Proposed Ordinance No. 25-034.

9. **City Manager's Report**

A. Receive update on the status of future agenda items.
In order to provide the City Commission and public up to date information with respect to future agenda items, staff have initiated a tracking sheet for all future agenda items. Attached is the updated tracking sheet as of October 14, 2025.

10. **Regular Agenda**

A. Discussion regarding parking Ordinance.
Proposed Ordinance No. 25-018- Second Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date. **This item was tabled at the September 2nd Commission Meeting.**

11. **Future Agenda Items**

A. Update on the City's Strategic Planning efforts. **- November 4, 2025**
Update requested by Commission Woodrow Hay.

B. Joint City and CRA Workshop- **Saturday, November 8, 2025.**
The City and CRA will be hosting a workshop to discuss the CRA master plan, commercial/industrial land development, and land acquisition planning.

C. Quarterly joint City/CRA coordination meeting - **January 13, 2026**
Requested by City Commission and CRA Board.

D. Discussion regarding creating a beautification board. **- TBD**
Requested by Commissioner Turkin.

E. Discussion regarding Citywide Master Plan to light up the City.- **TBD**
Requested by Commissioner Turkin.

F. Discussion on utility lift station upgrades and odor control - **TBD**
Requested by Vice Mayor Hay.

G. Discussion in regards to an additional area that might be available as a future cemetery.**- TBD**
Requested by Vice Mayor Hay.

H. Discussion regarding combining City properties together to create senior affordable housing.**- Pending Joint Meeting with the CRA.**
Requested by Vice Mayor Hay.

I. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

J. Discussion regarding the expansion of ShotSpotter south of Boynton Beach Boulevard.**- TBD**
Discussion requested by Commissioner Turkin.

K. Discussion regarding bulk trash pickup. **- TBD**
Discussion requested by Commissioner Angela Cruz.

L. Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks. **- TBD**
Requested by Commissioner Cruz.

M. Follow-up report on the State of Florida DOGE request.- **TBD**
Staff will provide an update to the City Commission regarding the State of Florida DOGE request.

N. Discussion regarding having a Legislative Action workshop by the Commission. **- TBD**
Requested by Commissioner Turkin.

12. **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

Meeting Date: 10/21/2025

Charter Review Committee Final Report and Recommendations.

Requested Action: Staff recommends that the City Commission receive and review the Charter Review Committee's Final Report and consider placing five proposed charter amendments on the March 2026 General Municipal Election ballot for voter approval.

Explanation of Request: Pursuant to Resolution No. R25-195, the City Commission established a five-member Charter Review Committee to review the City Charter and recommend amendments. The Committee met regularly from August through October 2025, conducting all meetings in compliance with Florida Sunshine Law requirements and providing opportunities for public input.

Below is a summary of the proposed Charter Amendments:

Preamble Creation- Establishes foundational purposes and guiding principles for City government.

Section 3- Candidate Qualifications- Requires one-year continuous residency within the City (and district for district seats) prior to filing for office.

Section 5- Terms of Office and Term Limits- Extends terms from three to four years beginning in 2028; clarifies term limit provisions and establishes a one-year sit-out period after two consecutive terms.

Section 20- Form of Government- Clarifies Commission/City Manager structure; requires super-majority approval for City Manager and City Attorney appointments/removals; strengthens separation between policy and administration.

Global Revisions and Technical Fixes- Updates masculine only pronouns, modernizes notice requirements, aligns with current state law, and corrects formatting throughout multiple Charter sections.

How will this affect city programs or services? Improved Governance Continuity, Reduced Election Frequency, Clearer Administrative Authority, and More Stable Leadership.

Account Line Item and Description: N/A

Fiscal Impact: To be determined based on referendum election costs.

Attachments:
City of Boynton Beach Charter Review Committee Final Report - Revised (3).pdf
Charter Amendment Proposals - Final V3.pptx

CITY OF BOYNTON BEACH
CHARTER REVIEW COMMITTEE – FINAL REPORT
Transmitted to the City Commission, October 21, 2025

The Charter Review Committee presents this report summarizing its review process and recommending five charter amendments for consideration at the March 2026 municipal election.

To: Mayor, Vice Mayor, and Commissioners

From: Jerry Taylor, Charter Review Committee Chair

Shawna Lamb, Committee Attorney

Date: October 13, 2025

Re: Charter Review Committee, Proposed Charter Amendments, and Ballot Titles and Summaries

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I. Introduction

The Charter Review Committee (the "Committee") was established by Resolution No. R25-195 of the City Commission of the City of Boynton Beach, Florida. This resolution authorized the formation of a five-member advisory committee to review and propose amendments to the City Charter. Members were appointed individually by the Mayor, Vice Mayor, and City Commissioners, representing a cross-section of professional experience and civic engagement.

The Committee was charged with:

1. Reviewing the existing City Charter;
2. Considering proposed amendments prepared by the City Attorney's Office; and
3. Recommending any additional modifications necessary to improve the Charter's clarity, function, and responsiveness to the public interest.

The Committee met regularly from August through October 2025 and received staff assistance from the City Attorney's Office and City Clerk's Office. All meetings were publicly noticed and conducted in accordance with the Florida Sunshine Law.

II. Committee Organization

At its first meeting, the Committee elected officers:

Chair: Jerry Taylor

Vice Chair: David Katz

Members: Rev. Richard Dames, Dr. Phyllis T. Pacilli, Angela Troyanowski

The Committee's staff liaison was Catherine Cherry-Guberman, who coordinated agendas, recorded minutes, and ensured public notice compliance. The City Attorney's Office provided legal support, and the City Clerk's Office provided administrative support.

III. Review Process and Scope

The Committee began its work by reviewing the entire City Charter, identifying provisions that required modernization or clarification. The Committee focused on three categories:

1. Substantive Amendments: Structural or procedural changes to governance;
2. Technical Revisions: Grammatical corrections, numbering, or references; and
3. Clarifications: Updates to reflect current practices or legal standards.

IV. Prioritization of Amendments

Recognizing that comprehensive charter revision requires voter approval through referendum, the Committee adopted a tiered prioritization strategy to address the most pressing issues first while preparing for future modernization:

> Tier 1 -- Critical Operational Fixes: Addressing conflicting election provisions, clarifying vacancy-filling procedures, and defining Commission-Manager authority to improve governance functionality.
>
> Tier 2 -- Modernization Needs: Updating meeting technology provisions, citizen initiative processes, and legal notice requirements to reflect digital communication and accessibility.
>
> Tier 3 -- Strategic Improvements: Clarifying district boundary and term-limit language to prevent disputes and enhance public confidence.

This structured approach ensures the most urgent matters receive timely attention while building a foundation for continued Charter improvement in subsequent review cycles.

The Committee identified the clarification of the Commission-Manager form of government (Section 20) and the extension of term lengths (Section 5) as especially important for improving governance continuity and operational clarity.

V. Summary of Recommended Charter Amendments

Based on its review, the Committee recommends adoption of the following proposed charter amendments, which are summarized below.

1. Preamble Creation

The proposed Charter Preamble establishes the foundational purposes and guiding principles of the City of Boynton Beach's government. It provides an introductory statement expressing the City's core values and the intent behind its Charter provisions.

Specifically, the preamble:

- Affirms the City's commitment to protecting the general health, safety, and welfare of its residents;
- Expresses the principles of honest, efficient, and responsive governance as central to municipal operations; and
- Formally recognizes that the Charter is adopted pursuant to the Florida Constitution and state law, grounding the City's home rule authority in the broader framework of state government.

While the preamble does not create new powers or legal obligations, it serves an important symbolic and interpretive role—articulating the civic philosophy that underlies all sections of the Charter. It provides context for understanding the City's governmental structure, helps guide interpretation of the Charter in future legal or policy settings, and mirrors best practices in other Florida municipalities, including preambles to affirm their community values and purpose.

In short, the preamble frames the City Charter as a document dedicated to good governance, community wellbeing, and accountability to the people of Boynton Beach.

2. Section 3 -- Candidate Qualifications and Residency Requirements

This amendment revises Section 3 (Composition, Election, Terms, Vacancies) of the City Charter to require that candidates for Mayor and City Commissioner must have resided continuously within the City of Boynton Beach for at least one (1) year prior to filing for office. The amendment:

- Clarifies candidate qualifications by explicitly requiring continuous residency within the City for a minimum of one year before qualifying to run;
- Ensures that candidates for district seats must also have resided continuously within their respective districts for at least one year prior to filing;
- Affirms age and elector requirements, maintaining that all candidates must be at least 21 years of age and qualified electors of the City;
- Reorganizes and modernizes section language for consistency and readability; and
- Reinforces accountability and community connection, ensuring that individuals seeking office have a sustained and genuine commitment to Boynton Beach and its neighborhoods.

In practical effect, this amendment codifies the City's expectation that elected officials should have meaningful, ongoing ties to the community they serve, while maintaining consistency with constitutional standards for candidate qualifications.

Committee Action: The Committee voted unanimously (4-0, with one member absent) to recommend the one-year continuous residency requirement.

3. Section 5 -- Terms of Office and Term Limits

The amendment:

- Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;
- Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;
- Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office; and
- Harmonizes all related provisions to align future elections with the new four-year cycle.

Implementation Timeline: Persons elected in the March 2026 election will serve three-year terms to align the election cycle. Beginning with the March 2028 election, all terms will be four years.

Effect: This change provides more continuity in governance, reduces election frequency and cost, and ensures fairness and clarity in applying term-limit rules while maintaining opportunities for new leadership.

The Committee also reviewed the eligibility criteria for service on the City Commission:

Residency Requirements: Based on legal guidance from the City Attorney's September 2, 2025, memorandum, the Committee determined that durational residency rules longer than one year may raise constitutional issues under the Equal Protection and Privileges and Immunities Clauses. The Committee, therefore, recommended clarifying the existing residency provision rather than lengthening it to ensure defensibility and prevent potential litigation.

Age Requirements: As noted in the City Attorney's September 3, 2025, memorandum, the Committee considered whether to raise age qualifications for candidates but concluded that doing so could present constitutional risks. The Committee recognized that modest age requirements rationally related to ensuring maturity and fiscal responsibility are legally permissible but should not unduly restrict voter choice.

After deliberation and consideration of research regarding adolescent brain development and fiscal maturity, the Committee voted 3-1 to maintain the current age requirement of 21 years. One committee member preferred to raise the age to 25 years based on research indicating that brain development, particularly regarding long-term planning and fiscal decision-making, continues into the mid-twenties. However, the majority concluded that the current 21-year age requirement appropriately balances maturity considerations with voter choice and constitutional principles.

4. Section 20 -- Form of Government and Administrative Structure

This amendment modernizes and clarifies Section 20 (General Provisions) to better define the Commission/City Manager form of government and delineate the respective responsibilities of elected officials and the administration.

The amendment:

- Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policymaking body;
- Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;
- Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;
- Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and
- Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Effect: This amendment strengthens the separation between governance and administration, enhances professional accountability, and protects against undue political influence in personnel decisions.

5. Global Revisions and Technical Fixes

Throughout the Charter, redundant, outdated, or inconsistent language was corrected. Citations to state statutes were updated, and formatting was standardized. The Committee noted that these fixes do not substantively alter governance but improve readability and legal precision.

This broad ordinance updates multiple sections of the Charter—including Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55—to modernize terminology, improve accessibility, and align notice procedures with current state law.

The amendment:

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;

- Clarifies the process for special meetings, elections, citizen initiatives, and referendums to align with current state election procedures; and
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Effect: This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

VI. Public Participation

Throughout the review process, the committee received input from interested residents. All meetings were open to the public and provided opportunities for public comment.

Notably, resident Susan Oyer participated in multiple meetings and provided feedback on several proposed amendments, including support for higher age requirements (25 years), the importance of clear residency definitions, support for ranked choice voting to reduce runoff election costs, and support for three-year terms with appropriate term limit provisions. The Committee appreciated this civic engagement and carefully considered all public input.

The Committee values this public participation as an essential element of transparent governance and encourages continued citizen involvement in future Charter reviews.

VII. Additional Committee Observations

The Committee also discussed:

- The desirability of conducting Charter Reviews at least once every 10 years;
- Encouraging greater civic participation in Charter-related discussions;
- The importance of transparent public education ahead of any Charter referendum; and
- The potential future development of a Code of Conduct for elected officials, though the Committee determined this matter could be more appropriately addressed through ordinance rather than a Charter amendment.

The Committee expressed appreciation for the City Attorney's guidance and the Commission's support, emphasizing that the recommended amendments strike a balance between modernization, legal compliance, and continuity.

VIII. Conclusion and Recommendation

The Charter Review Committee of the City of Boynton Beach respectfully submits this report and its recommended charter amendments to the City Commission for consideration.

The Committee recommends that the City Commission review these proposed amendments, make any final revisions it deems necessary, and consider placing them on the March 2026 General

Municipal Election ballot for voter approval. If approved by the City Commission, these amendments will be presented to voters at the March 2026 General Municipal Election.

Supporting Documentation:

Exhibit A: Proposed Charter Amendment Ordinances

Exhibit B: Official Minutes of Committee Meetings (August 21, August 28, September 3, September 25, October 6, October 13, 2025)

The Committee appreciates the opportunity to serve the residents of Boynton Beach and commends the City Commission for its continued commitment to open, transparent, and responsive governance.

Adopted unanimously by the Charter Review Committee at its final meeting on October 13, 2025.

Respectfully submitted,

Jerry Taylor
Chair, Charter Review Committee
JT/sgl

Committee Members: Vice Chair David Katz, Rev. Richard Dames, Dr. Phyllis T. Pacilli, Angela Troyanowski

EXHIBIT A

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CITY CHARTER; ADDING A PREAMBLE TO THE CITY CHARTER TO ESTABLISH THE FOUNDATIONAL PURPOSES AND PRINCIPLES OF CITY GOVERNANCE; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to add a Preamble to the City Charter that articulates the foundational purposes and principles underlying the City's governance structure; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER – ADDITION OF PREAMBLE

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including protecting the general health, welfare, and safety of residents and promoting honest, efficient, and responsive government?

YES_____ NO_____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: That the City Clerk is hereby directed to ensure that the appropriate numbers and/or letters are affixed to the Articles and Sections of the Charter in order to conform the Charter to the amendments if approved.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to advertise the referendum election contemplated herein in accordance with the State of Florida Election Code and the City's Charter and Code of Ordinances.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March 2026 election in the City of Boynton Beach.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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Words in underlined type are additions.

EXHIBIT "A"

PREAMBLE

The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient, and responsive government, hereby adopt a City Charter in accordance with the Constitution and Statutes of the State of Florida.

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ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AMENDMENTS TO THE CITY CHARTER; AMENDING SECTION 3 TO REQUIRE CONTINUOUS RESIDENCE WITHIN THE CITY FOR AT LEAST ONE (1) YEAR PRIOR TO FILING TO RUN FOR OFFICE; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to modify the qualifications for elective offices to ensure candidates have a sustained commitment to the community; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included

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herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER – CANDIDATE QUALIFICATIONS FOR ELECTIVE OFFICES

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?

YES_____ NO_____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: That the City Clerk is hereby directed to ensure that the appropriate numbers and/or letters are affixed to the Articles and Sections of the Charter in order to conform the Charter to the amendments if approved.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to advertise the referendum election contemplated herein in accordance with the State of Florida Election Code, as well as the City's Charter and Code of Ordinances.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March 2026 election in the City of Boynton Beach.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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EXHIBIT "A"

Sec. 3. Composition, election, terms, vacancies.

(a) In order to qualify for the office of Mayor, a candidate must be a qualified elector of the City of Boynton Beach and have resided continuously within the City for a period of not less than one (1) year prior to filing for office, and who shall have attained the age of twenty-one (21) years on or before the date the candidate files and qualifies for office. The Mayor of the City of Boynton Beach may reside in any of the four (4) election districts and shall be elected by a city-wide vote.

(b) There shall be a City Commission of four (4) members elected from each of the four (4) election districts within the City, and a Mayor who is elected by a city-wide vote. Each City Commissioner and each candidate for City Commissioner shall reside in the election district from which he or she is (to be) elected at the time of the election. A candidate for a Commission district seat must reside, for a period of not less than one (1) year continuously prior to filing for election in the district from which the candidate seeks election. Voters shall vote for only one (1) candidate in each election district in which the voter resides, and one (1) candidate for Mayor.

(c) Qualifications for City Commissioners. Only qualified electors who have resided continuously in the City of Boynton Beach for at least one (1) year immediately prior to the election and who shall have attained the age of twenty-one (21) years on or before the date the candidate files and qualifies as a candidate for office shall be eligible to hold the office of City Commissioner. Each Commissioner and each candidate for Commissioner~~, commencing with the election in March 2014~~ shall be elected from the election district in which ~~he or she~~ they reside~~s~~, subject to the fifty percent (50%) plus one rule and runoff procedures set forth in the City Charter. Once elected, a Commissioner from an election district shall remain a resident of the election district and the City of Boynton Beach during ~~his/her~~ their term of office or shall forfeit ~~his/her~~ their office.

***

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ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AMENDMENTS TO THE CITY CHARTER; AMENDING SECTION 5 TO INCREASE THE TERM OF ELECTIVE OFFICES FROM THREE (3) YEARS TO FOUR (4) YEARS; TO CLARIFY WHAT CONSTITUTES A TERM FOR PURPOSES OF TERM LIMITS; TO PROVIDE FOR A MANDATORY SIT-OUT PERIOD; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to modify the term limits and length of terms for elective offices to better serve the citizens of Boynton Beach; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included

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herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER - ELECTIVE OFFICE TERMS AND CLARIFY TERM LIMITS

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to: (1) increase the term of elective offices (Mayor and Commission members) from three (3) years to four (4) years; (2) clarify that serving more than one-half (1/2) of a full term constitutes a complete term for purposes of term limits; and (3) require a mandatory sit-out period of one (1) year for any person who has served more than two (2) consecutive terms before being eligible to run again for any elective office?

YES_____ NO_____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: That the City Clerk is hereby directed to ensure that the appropriate numbers and/or letters are affixed to the Articles and Sections of the Charter in order to conform the Charter to the amendments if approved.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to advertise the referendum election contemplated herein in accordance with the State of Florida Election Code, as well as the City's Charter and Code of Ordinances.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March 2026 election in the City of Boynton Beach.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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EXHIBIT "A"

Sec. 5. Terms of elective offices.

(a)All elective offices shall be for ~~the~~ a term of ~~three (3)~~ four (4) years, and no person shall be eligible to hold any elective office for more than two (2) consecutive terms. For purposes of this section, elective office shall include both mayor and commission member.

(b) Implementation of four-year terms: Beginning with offices elected in the March 2028 municipal election, each person elected shall serve a four (4) year term. Persons holding elective office at the time of adoption of this amendment, and persons elected during the March 2026 municipal election, shall serve a three (3) year term to align future elections with the four-year cycle.

(c) For purposes of term limits under subsection (a), a person shall be deemed to have served a full term if (as such person serves more than one-half (1/2) of an elective term.

(d) Any person who serves more than two (2) consecutive terms in any elective office shall not be eligible to run for or hold any elective office until at least one (1) year has elapsed from the expiration of their last term of office. This mandatory sit-out period applies regardless of whether the person seeks the same office or a different elective office.

(~~b~~e) The resignation from, or forfeiture of, an elective office during any part of an ~~three (3) year~~ elective term shall be deemed to constitute a full and complete term under the provisions of this section.

(f) Terms served prior to the effective date of this amendment shall count toward the consecutive term limits established herein. A person may move between the offices of mayor and commission member without the change in office constituting a break in consecutive service for term limit purposes.

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ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AMENDMENTS TO THE CITY CHARTER; AMENDING SECTION 20 TO CLARIFY THE FORM OF GOVERNMENT, REQUIRE A SUPER MAJORITY VOTE FOR THE APPOINTMENT AND REMOVAL OF THE CITY MANAGER AND CITY ATTORNEY, AND CLARIFYING THE DUTIES AND RESPONSIBILITIES OF THE CITY MANAGER AND COMMISSIONERS; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to clarify the form of government, strengthen the appointment and removal processes for key administrative positions, and better define the roles and responsibilities of elected officials; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER – CLARIFYING FORM OF GOVERNMENT, DUTIES AND RESPONSIBILITIES, AND ADMINISTRATIVE PROVISIONS

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to: (1) clarify the Commission/City Manager form of government; (2) require a super majority vote for the appointment and removal of the City Manager and City Attorney; and (3) clarify the duties and responsibilities of the City Manager and City Commissioners in the governance structure?

YES_____ NO_____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: That the City Clerk is hereby directed to ensure that the appropriate numbers and/or letters are affixed to the Articles and Sections of the Charter in order to conform the Charter to the amendments if approved.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to advertise the referendum election contemplated herein in accordance with the State of Florida Election Code, as well as the City's Charter and Code of Ordinances.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March 2026 election in the City of Boynton Beach.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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EXHIBIT "A"

Sec. 20. General Provisions.

(a) *Duties and Responsibilities of Commissioners.* The Mayor and City Commission shall constitute the governing body of the City under the Commission/City Manager form of government and shall exercise all legislative powers authorized under Florida law, including but not limited to: (a) Adopting ordinances, resolutions, and policies; (b) Approving the annual budget; (c) Appointing the City Manager and City Attorney; and (d) Establishing municipal policy and priorities.

(~~a~~b) *Administrative officers, departments, and agencies.* ~~The government of the City shall be carried on by the Mayor and City Commission.~~ The City Commission shall appoint a City Manager by a super majority vote, who shall serve as the City's Chief Executive Officer, and a City Attorney by a super majority vote~~, both of whom shall serve at the pleasure of the City Commission.~~ The City Manager and City Attorney shall serve at the pleasure of the City Commission, but may only be terminated by a super majority vote. There shall also be such other departments and agencies as may be established from time to time by ~~ordinance and~~ the City Manager, or as may be prescribed by ordinances adopted by the City Commission. All other city employees shall be hired, appointed, and discharged by the City Manager~~, with only the appointment or discharge of Assistant City Managers subject to confirmation by the City Commission~~.

(~~b~~c) *Supervision by City Manager.* Each department, office, and agency under the direction and supervision of the City Manager shall be administered by an officer appointed by and subject to the direction and supervision of the City Manager. With the consent of the City Commission, the City Manager may serve as the head of one or more such departments, offices, or agencies, or may appoint one person as the head of two or more of them~~,~~ or may combine the functions of any office~~s~~ specified in this Charter which may be appointed by the City Manager.

(~~c~~d) *Commission/Manager integration with administration.* The City Manager shall have full authority over all administrative matters, personnel decisions, and day-to-day operations, subject only to policies established by the City Commission. The City Commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the City Manager solely through the Manager, when such dealings involve giving orders or making requests for services to any such officer or employee. Individual Commissioners shall not direct, supervise, or interfere with the administrative functions of City staff or departments. All employees and officers shall be permitted to provide information to any Commissioner or member of the public upon request.

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AMENDMENTS TO THE CITY CHARTER; AMENDING SECTIONS 8, 20, 23, 24, 40, 50, 52, 54, AND 55 TO MODERNIZE LANGUAGE BY REPLACING MASCULINE-ONLY PRONOUNS AND TO UPDATE NOTICE AND PUBLICATION REQUIREMENTS TO COMPLY WITH CURRENT FLORIDA STATUTES AND DIGITAL-AGE COMMUNICATION PRACTICES; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to modernize the Charter language to terms that are inclusive of all persons regardless of gender and to update notice and publication requirements to comply with current Florida statutes and digital-age communication practices; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER – MODERNIZE LANGUAGE AND NOTICE REQUIREMENTS

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026, General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?

YES_____ NO_____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: That the City Clerk is hereby directed to ensure that the appropriate numbers and/or letters are affixed to the Articles and Sections of the Charter in order to conform the Charter to the amendments if approved.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to advertise the referendum election contemplated herein in accordance with the State of Florida Election Code, as well as the City's Charter and Code of Ordinances.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March _____, 2026 election in the City of Boynton Beach.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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Words in underlined type are additions.

Sec. 8. Frequency, date of regular meetings; special meetings; rules of procedure.

(a) The Commission shall hold its meetings as the Commission deems necessary. Should any scheduled City Commission meeting fall upon a date on which any national, state, county, or municipal election is held, said City Commission meeting should be deferred until the next regular working day.

(b) The Mayor, or any three (3) members of the City Commission, may call special meetings of the City Commission, upon written notice to each member served personally or left at the usual place of residence, or by electronic delivery to the member's designated email address. Notice of all special meetings shall also be provided to the public in accordance with Chapter 286, Florida Statutes. All regular and special meetings of the City Commission shall be open to the public. The City Commission shall determine its own rules and order of business.

…

Sec. 20. General provisions. *

…

(b) *Supervision by City Manager.* Each department, office, and agency under the direction and supervision of the City Manager shall be administered by an officer appointed by and subject to the direction and supervision of the City Manager. With the consent of the Commission, the City Manager may serve as the head of one or more such departments, offices, or agencies, or may appoint one person as the head of two or more of them, or may combine the functions of any offices specified in this Charter which may be appointed by ~~him~~ the City Manager.

…

Sec. 23. City Attorney---Duties.

The City Attorney, shall, when requested by the City Commission, prepare all contracts, bonds, and other instruments in writing in which the municipality is concerned, or shall endorse on each ~~his~~ the City Attorney's approval of the form, language and execution thereof; and no contract with the municipality shall be binding upon the municipality until ~~his~~ such approval is so endorsed thereon. When required by the Commission, ~~he~~ the City Attorney shall prosecute and defend, for and ~~i~~on behalf of the City, all complaints, suits, and controversies in which the City is a party. ~~He~~ The City Attorney shall furnish the Commission, or the City Clerk, ~~his~~ a written opinion on any question of law relating to their respective powers and duties; and ~~he~~ the City Attorney shall perform such other professional duties as may be required ~~of him~~ by ordinance or resolution of the Commission or by this Charter, or such as are prescribed for City Attorneys under the general laws of the State, not inconsistent with this Charter.

Sec. 24. City Attorney---Compensation.

The City Commission may, from time to time, fix the regular compensation of the City Attorney at a sum commensurate with the duties which may be imposed ~~upon him~~ upon the City Attorney by this Charter and by the Commission; provided, that all special or unusual services required of the City Attorney, the fee for which is not otherwise prescribed, may be specially compensated as the Commission may see fit to provide.

…

Sec. 40. Call by City Commission, publication of proclamation; qualification of candidates, filing by candidates with City Clerk; notification of Supervisor of Elections.

All general and special elections, unless otherwise provided in this ~~Act~~ Charter, shall be called by resolution adopted by the City Commission, and in conformance with applicable state law, and ~~published in a newspaper of general circulation in the City of Boynton Beach, Florida, once a week for two (2) consecutive weeks, and such election that may be held upon such~~ notice shall be provided in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances.

Candidates for City Commission shall file such papers and pay such fees as may be required by law with the City Clerk no sooner than noon on the second Tuesday of November nor later than noon on the fourth Tuesday in November~~,~~ of the year in which the election is to be held. The City Clerk shall transmit the names of all candidates for City Commission to the Supervisor of Elections by 5:00 p.m. on the first ~~Friday~~ business day after the close of qualifying.

…

Sec. 50. Initiative petition of proposed ordinances---Required signatures, etc.

Any proposed ordinance, including ordinances for repeal of ordinances then in effect or which have been enacted but not yet effective, may be submitted to the City Commission by a petition, signed by at least twenty-five percent of the total number of registered voters in the City. All petitions circulated with respect to any proposed ordinance shall be uniform in character, shall contain the proposed ordinance in full, and shall have printed or written thereon the names of five electors who shall be officially regarded as filing the petition, and shall constitute a committee of the petitioners for purposes hereinafter named. Each signer of the petition shall sign ~~his~~ their name in ink or indelible pencil and shall place on the petition opposite ~~his~~ their name the date of ~~his~~ their signature. The signatures of any such petition need not be appended to one paper, but to each such paper shall be attached an affidavit by the circulator thereof, stating the number of signers to such part of the petition and that each signature appended to the paper is the genuine signature of the person whose name it purports to be, and that it was made in the presence of the affiant on the date indicated.

…

Sec. 52. Initiative Petition---Action of City Commission; referendum.

The City Commission shall at once proceed to consider such petition and shall take final action thereon within thirty days after the date of submission. If the City Commission rejects any of the provisions of the proposed ordinance, as set forth in the petition, the City Clerk shall at once cause notice of the filing of such petition and the refusal of the City Commission to pass said ordinance ~~to be published in a newspaper of general circulation published in the City of Boynton Beach~~ to be provided in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances, and the City Commission shall at once proceed to submit the passage of the ordinance to the majority vote of the qualified electors of the City voting in such election. If a regular or special election is to be held in the City not earlier than thirty days, nor later than sixty days, the ordinance shall be submitted to the voters at such election; otherwise, an election shall be called for such submission. At least ten days before such election, the City Clerk shall cause ~~to be published in a newspaper of general circulation published in the city~~ the text of the ordinance to be provided in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances.

Sec. 54. Initiative Petition---Form of referendum ballot.

Referendum elections shall be provided for in the same manner as other elections of the City. The ballot shall be a piece of plain white paper which shall have printed upon it the title of the ordinance to be referred, below which shall be two lines in the following form:

_____

FOR THE ORDINANCE

_____

_____

AGAINST THE ORDINANCE

_____

The voter shall express ~~himself~~ themselves by placing a cross X mark to the right of the line indicating ~~his~~ their desire in the matter.

Sec. 55. Initiative Petition---Vote required to amend or repeal.

Ordinances adopted by referendum vote can be amended or repealed only by a referendum vote, but the proposition to amend or repeal such ordinances may be submitted to the voters in any regular election of the City, provided that no later than ~~fifteen~~ thirty days before such election the City Commission shall cause ~~notice of such reference to be published in a newspaper of general circulation published in the City of Boynton Beach, Florida~~ notice of such referendum to be in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances, using only the title of such ordinance in the notice if it is to be repealed, but the amendment in full if it is to be

amended. ~~Said notice to be posted in three public places if there be no newspaper published in the City~~.

***This section is the subject of a separate charter referendum question. The language changes in the other charter referenda, if adopted, shall supersede the language in this section.**

EXHIBIT B

MINUTES OF THE BOYNTON BEACH CHARTER REVIEW COMMITTEE MEETING HELD ON THURSDAY, AUGUST 21, 2025, AT 6:00 P.M. IN CITY COMMISSION CHAMBERS, 100 E OCEAN AVENUE BOYNTON BEACH, FLORIDA

PRESENT:

Jerry Taylor
Rev. Richard Dames
Dr. Phyllis T. Pacilli
David Katz
Angela Troyanowski

Shawna Lamb, City Attorney
Stacey Weinger, Deputy City Attorney
Ian Gregorchik, Assistant City Attorney

Shawna Lamb, City Attorney, opened the meeting at 6 P.M.

Ms. Lamb explained that she will Chair the meeting until they elect a Chair and Vice Chair. She commented that the mandate of the Committee is to review the Charter and recommend changes. She commented that the Committee does not have a deadline to adhere with, but does have a deadline of October 21st to make an official report, if any of the proposed changes require being put on the ballot. She recommended reviewing the Charter and selecting sections they want to review that would be placed on the March Ballot first and said that all recommendations require a majority vote of three of the five votes. She pointed out that the City Commission could decide not to move forward with any of the recommendations.

Jerry Taylor noted the directions state that they will look at the Charter, Part I and asked if any other parts of the Charter would be reviewed.

Ms. Lamb responded only Part I.

Elect Chair and Vice Chair

Dr. Pacilli moved to nominate Jerry Taylor as the Chair. Ms. Troyanowski seconded the motion. The motion passed unanimously.

Chair Taylor moved to nominate Mr. Katz as Vice Chair because he had prior experience in reviewing the Charter.

Dr. Pacilli nominated Reverend Dames as Vice Chair and stated she wanted to reflect inclusivity.

Ms. Troyanowski seconded the nomination of Mr. Katz.

A vote was taken for Mr. Katz as Vice Chair. The motion passed 4-1, *(Dr. Pacilli dissenting.)*

Preliminary Charter sections that may need attention. Can have general discussion.

Ms. Troyanowski commented that at the City Commission meeting, there was discussion of having staff present at the meetings.

Ms. Lamb stated that the Committee can have staff present, and recommended determining what they want to discuss first so they can prioritize items with the October 21st deadline and then send an email to staff they want to attend.

Vice Chair Katz concurred and advised that the last time the Charter Review Committee convened, the members came to the next meeting with five items they wanted added, changed, or deleted, and then they polled the members and addressed the most requested items.

Dr. Pacilli stated that she heard the Commissioners want to consider items that are forward thinking. She commented that she wants something to bridge the digital divide, and wanted the City to use vehicles that reduce the carbon footprint and help the environment. She said she would like to move in that direction, and said it should be part of their mission and vision.

There was brief discussion those issues could be included in a Preamble.

Vice Chair Katz noted that those are quality of life issues that are dealt with at the Commission and staff level, in terms of ordinances and resolutions, and not the Charter.

Ms. Lamb agreed.

Reverend Dames yielded his time and said that he had a few items he would like to review further before bringing them up

Chair Taylor wanted to discuss Section III. He noted that candidates running for Mayor need to have at least a year of residency in the City and he thought it was not long enough. He thought that three or at least two years would be appropriate.

Ms. Lamb responded that when they get into residency longer than one year, that two years residency has not been upheld by the courts for constitutional issues. She said that there are other ways to achieve that goal, which could be to require continuous residency for a year. She stated that she will send a memo to the members.

Vice Chair Katz noted that Jupiter, or at least one municipality in the County, has a two year residency requirement.

Ms. Lamb stated she will conduct a comparison and will send a memo to the members before the next meeting.

Reverend Dames inquired if Ms. Lamb was aware of any other municipality that had continuous residency in place.

Ms. Lamb said that N Miami Beach has continuous residency. She said that when Boynton amended their ordinance, the language "continuous residency" was added. She said if Boynton Beach does not change the requirement to two years, the City may want to include the language as a protection against a constitutional challenge to that ordinance.

Vice Chair Katz asked what the difference was between continuous residency and the requirement, when someone before they qualify to run for office, has to live in the District or the City for a year.

Ms. Lamb stated that there was a challenge and, in that instance, the requirement was to live in the City for one year. She elaborated that a candidate lived in the District for 20 plus years, but did not live there continuously for a year prior to running. She said that the court found, because their Charter did not have that provision, and because he lived in the District for more than a year, that he was entitled to run. She noted that Boynton recently had a candidate who lives in D.C. for six months out of the year, that was not continuously living in the City all year.

Ms. Lamb defined the difference further.

Ms. Troyanowski said that Boynton struggled with compensation for the Mayor and City Commissioners. She said that other cities like Boca Raton have an Ordinance. She asked if it needs to be changed to an ordinance or remain in the Charter. She commented that there is no mention of the City Commissioners' duties, but learned it is in Section 10.

Ms. Lamb noted 20 C talks about some of what Commissioners can and cannot do, but it is broad.

Ms. Troyanowski requested clarification.

Chair Taylor stated that it may be impossible to list all the duties of a commissioner.

Stacey Weinger, Deputy City Attorney, explained that the National League of Cities has information on that, so when staff receives further direction, they can present better examples.

Ms. Troyanowski asked how the City addresses zoning controls through the Charter regarding notice and public input and about Commission Districts in the Charter.

Ms. Lamb explained that zoning is statutory and the City is preempted. She explained the City has Home Rule, which means the City can control all things not granted by the State. The City cannot enact stricter provisions than the State has. If it is something governed by Statute, and it cannot be included in the Charter.

Ms. Weinger explained that Section 3 B speaks about districts.

Chair Taylor explained Districts are controlled by population and that Districts have to be as close as possible to equal population, based on the Census.

Ms. Lamb explained that it is best to not have regulations that are too restrictive, because if the Census changes, the boundaries have to have the flexibility to change as well.

Vice Chair Katz elaborated that there are federal laws that determine communities of interest, population, registered voters, and all these things have to be taken into account, and then there are mathematical equations on how far off this way, plus or minus one can go in relation to each district. He said that it is fluid, but it is only fluid every 10 years.

Ms. Steinger said if they want to clarify a district or redistricting, they can look at it if there are specific concerns.

Dr. Pacilli asked about voting at large.

Vice Chair Katz said many years ago, the City used voting at large for its Districts. There was the possibility of a federal civil rights that lawsuit on the City and meetings were held to create four individual districts. District 2 became the Black or African American District. They did not necessarily have more registered voters, but it was where the majority of Black and African Americans lived. What used to happen was the two Leisurevilles, Hunters Run, and VRG used to control the elections City-wide.

Ms. Lamb explained that the rich communities would put in the person they wanted, a white person, for District 2, and the white person would align with richer communities and not for the best interest of the people in District 2. From a liability standpoint, it is not something they would want to do.

Ms. Troyanowski thought adding language around the districts when districts and sizes are changed.

Chair Taylor noted it was already contained in the Charter.

Ms. Troyanowski said annexation was thrown around in the last election and it was a headache. She inquired, in the long term, if that is something the Charter would address.

Ms. Steinger stated annexation is heavily regulated by state law. She said Palm Beach County has an Annexation Ordinance that all county municipalities have to follow. She

said that depending on what they are looking to address, would determine what impact it would have in the Charter. She said it can not conflict with state statute.

Ms. Lamb offered if Ms. Troyanowski wants to send what she is looking at to her, she will look at it.

Vice Chair Katz commented that he will bring his five items to the next meeting as did Reverend Dames.

Chair Taylor opened Public Comment.

Susan Oyer spoke about Live Local, and said residents overwhelmingly voted twice for a height limit,and asked why the City is not acknowledging it. She said term limits should be properly defined and she gave scenarios.

Chair Taylor stated serving any portion of a term is considered as serving a full term, and the Charter specifies one can only serve two terms.

Ms. Oyer commented that issue would come up in the next election. She asked if there was anything that more clearly defines the Clerk's duties during elections. She said the public needs to have addresses verified and financial paperwork should not be accepted if it was incorrect.

Ms. Oyer stated the City changed rules and instituted better building practices, some of which included having white roofs, removing Palm Trees, and questioned what happened to the changes. She asked if the City is future proofing zoning and said the changes instituted were not being enforced

Ms. Lamb agreed with Vice Chair Katz that it is not the City Clerk's job to verify submissions and it cannot be in the Charter. She explained that amendments to the Charter pertain to issues which typically are more ordinance based. She said that there were statutory changes regarding building height limits, which made some ordinances unconstitutional. She suggested that the Committee contemplate issues which may arise in the future, and she cautioned the Committee should not approve amendments that could be found unconstitutional.

Dr. Pacilli commented that in listening to the discussion, the Committee can broadly include the direction they would like to see the City move in a preamble.

Ms. Lamb commented that a preamble for the goals is fine and brief discussion followed about generic content.

Vice Chair Katz announced that the next meeting is next Thursday with each member's five items to be submitted. He noted the last time the Charter was reviewed, they completed the task in six meetings.

Reverend Dames commented that he would not be present until 7 P.M.

Vice Chair Katz suggested the next meeting start at 7 P.M.

There were no objections.

Motion

Vice Chair Katz moved to adjourn. Dr. Pacilli seconded the motion. The motion passed unanimously.

The meeting was adjourned at 6:45 P.M.

Catherine Cherry
Minutes Specialist

MINUTES OF THE BOYNTON BEACH CHARTER REVIEW COMMITTEE MEETING HELD ON THURSDAY, AUGUST 28, 2025, AT 7:00 P.M. IN CITY COMMISSION CHAMBERS, 100 E OCEAN AVENUE BOYNTON BEACH, FLORIDA

PRESENT:

Jerry Taylor, Chair
David Katz, Vice Chair
Reverend Richard Dames
Dr. Phyllis T. Pacilli
Angela Troyanowski

Shawna Lamb, City Attorney
Ian Gregorchik, Assistant City Attorney

1. Call to Order

Chair Taylor called the meeting to order at 7:00 PM

A. Roll Call

The Minutes Specialist called the Roll. A quorum was present.

Reverend Dames gave the Invocation.

2. Approval of Meeting Minutes

A. Meeting Minutes

Approve the minutes from the August 21, 2025, Charter Review Committee Meeting.

Motion

Vice Chair Katz moved to approve the minutes. Dr. Pacilli seconded the motion. The motion passed unanimously.

3. Discussion Items

A. Five Charter Review Items of Interest

Each Committee member is to discuss five Charter Review Items of interest.

Chair Taylor thanked the City Attorney for the memo about what is included in the Charter. He noted items raised by some of the members at the last meeting are covered in the City's Comprehensive Plan. He read the definition of the comprehensive plan for the

edification of the members and said the Comprehensive Plan covers things like annexation.

Chair Taylor spoke about residency and noted on page 2, addressing the one year living in the City requirement, he would like to add the word *continuously* there.

Vice Chair Katz agreed and supported requesting three years residency. He stated that there is a town in the county that has a two year residency and he wanted to push it forward to the City Attorney to bring to the Commission.

Chair Taylor, Dr. Pacilli and Ms. Troyanowski agreed. Ms. Troyanowski commented that Doral and West Palm Beach require two years.

Chair Taylor referenced Section 3 on page two, and item B to say "not less than one year," to add *continuously* and B "one year prior to filing . . . " add *continuously* there.

Ms. Lamb said she will come up with proposed language and then the committee can vote on the proposed language.

Chair Taylor referenced page 6, Item 6 A is contusing. It says "first municipal election," means the first Tuesday in November of the calendar year. He said that we hold elections in March.

Ms. Lamb agreed and said it needs to be updated, corrected and has to go to referendum,

Chair Taylor commented on page 7, it says the "Vice Mayor of the City shall serve in such capacity for a period of one year until the next general election of a member of the Commission." He said that every year they appoint a new Vice Mayor.

Ms. Lamb stated that they have been voting on the Vice Mayor at the first meeting after the general election, but it is only for a one year term. There was agreement it should be clarified.

Chair Taylor spoke about page 9, General Provisions, Section 20, which says the Commission elects the City Manager and City Attorney, but all other city employees shall be hired, appointed, and discharged by the City Manager. He noted the Legal Department has staff that reports to the City Attorney, and he asked if the City Manager hires those individuals.

Ms. Lamb explained that she hires her staff the same way any other department head does, but she cannot terminate them unless the City Manager agrees. She clarified that the City Manager is the Chief Officer of the City who gives approvals to hire and fire employees because all of the employees work for him, but only the City Commission can discharge the City Attorney.

A suggestion was made to clarify the language in that section.

Ms. Lamb spoke about Section 23, City Attorney Duties, and said it needs to be clarified that she works for a Board and not one person, and that she represents the City. She said that even the numbering in the Charter is antiquated and needs to be cleaned up as sections were reserved and deleted, but commented that his item does not need to be ready for October.

Chair Taylor pointed out on page 10, Item B, the last line should be changed as it reads "may be appointed by him." and should say "him/her" or "City Attorney." He said that he had noted seven different places where it refers to the City Attorney as *him*.

Ms. Lamb agreed a language clean up was warranted and pointed out the preferred language is to say whoever *they* shall choose.

Vice Chair Katz commented on Section 3, Item C and said that to get elected to the US House of Representative, one must be 25, and the City's Charter says 21. He commented that he was not comfortable with a 21 year old handling the City's budget and he suggested changing it to 25.

Ms. Lamb pointed out that with regard to voting rights, one must have a compelling government interest to do so. She noted that one can vote at 18, but has to be 21 to serve. She said there could be an equal protection and a voting issue. She said the budget may be a compelling issue. The Florida State House age requirement is 18 years old. She agreed to conduct research.

Reverend Dames expressed concern, if there is a 21 year old Chair that is mature, if the Board is alienating the individual.

Ms. Lamb clarified one must be 21 to serve in the Florida Legislature and she will put a memo about it together.

Vice Chair Katz commented on Section 5, Terms. He said when the City was smaller, terms were two years, when they went to single-member districts, the terms were three years, He said for continuity, there is no continuity and he liked two four-year terms.

Chair Taylor favored three years and said elections are staggered.

Ms. Troyanowski asked if there would there be budget implications.

Ms. Lamb said it would be less expensive.

Ms. Troyanowski said that assuming they did have three to four year terms, they would have to reign in term limits, define what constitutes a term, and think about appointments.

She inquired if one serves more than half the term, if it is considered one full term and discussion followed.

Ms. Lamb explained that if one serves more than half the term, it counts as a full term, and the language would not need to be changed if the terms were three or four years.

It was also noted it would apply if someone was appointed.

Chair Taylor noted that Section B, page 5, Terms of Elected Offices, it says an elective office during any part of a three year elected term shall be deemed to constitute a full and complete term.

There was discussion individuals may not wish to be appointed because they may want to run later.

Dr. Pacilli liked a day longer than half. She liked the continuity and saving money, but she asked if someone can serve two terms, sit out, and then run for mayor. She thought if a commissioner serves two terms and then wants to run for mayor, it is a different seat and it does not say they cannot. She said the language should be clarified.

There was agreement to modify the language regarding four-year terms and give it to the Commission to decide and to define what constitutes a term.

Ms. Lamb recommended not designating 18 months and saying more than one half of the term constitutes a full term. She noted that currently the Charter says any portion, which could be a day.

Vice Chair Katz spoke about General Provisions on page 9, Section 20, and stated that it should be in Charter that a super majority vote is required to hire or fire the City Manager, not via Ordinance form. He wanted it in Charter.

Ms. Lamb noted that the ordinance says City Manager and City Attorney. All agreed.

Vice Chair Katz spoke about citizen petitions and asked how many citizen signatures were needed to add something in the Charter.

Ms. Lamb responded that it was not clear and it was the same thing for recalling candidates. She said she was unsure and thought it may be 20% of the electors of the subject district.

Ms. Lamb said Sections 42, 43 and 44 are all vague. There was discussion what constitutes winning an election and noted that it says 51%. She suggested it say a majority vote to win, especially if there are three people running. She said run-offs, cost more money.

Chair Katz said if you have 35% of the vote and it was a multi person election, it means 65% of voters did not want the candidate. He gave the history of what the City had. It is currently 50% plus one.
There was agreement it should remain 50% plus one.

Ms. Lamb said they need to clarify when candidates take office. She said that a person could be elected in March and installed the second meeting in March, and then another candidate that had run off would start in April. She asked if everyone who is elected should start in April.

There was agreement the first person should not have to wait for the second candidate to be installed two weeks later.

Vice Chair Katz commented on Sec 140, on page 23 under Reserve, which he read and asked if it was constitutional.

Ms. Lamb said it was repealed.

Ms. Troyanowski reiterated some points and asked if increasing terms to four years is what they want.

Ms. Troyanowski wanted to add language after serving two terms, one must sit out a term to run again and for when a commissioner transitions to mayor

Ms. Lamb said that they can have someone who has to resign their commission seat to run for mayor, but if a commissioner served one term, was elected to a second term, but wants to run for mayor, they would lose part of their term, and if language is clarified that if they serve for less than half the term, it is not a full term, they do not have to sit out. She said that right now, they have to sit out one year, and it would only pertain to when a commissioner is running for mayor.

Ms. Lamb said they would look at sample language. All agreed.

Ms. Troyanowski also agreed Section 20 a, b, and c, and Section 21 needed clarification and they should add language about the City's form of government. She read examples All agreed.

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Ms. Troyanowski spoke about the compensation amounts for the mayor and commissioners. She favored putting the compensation in ordinance form. She said other cities use ordinances versus the Charter, but she noted that there was really no time to get that done.

Vice Chair Katz said the salary is decided by the voters and it could be a political football if done via ordinance.

Chair Taylor pointed out that all of their salaries increase every year by the Consumer Price Index.

Vice Chair Katz said that there was an attempt to change this by the former mayor, but it did not work. He said that when someone runs for local office, it is not for money, it is for service, not enrichment. As to the job of the City Manager and Commission, it is considered a part time job, although it is leaning towards full time.

Ms. Troyanowski said for the future, they should address who is the authority for emergency powers in the Charter.

Ms. Lamb stated they have an emergency powers ordinance drafted but not yet brought to the Commission. She stated that statute already governs that, so they must be cautious the ordinance must be generic

Ms. Troyanowski thought for other items that could be addressed later, they should talk about transparency, the outdated language about posting notices in newspapers, and said it is not what is done in practice. She noted the Charter references to city elections, but they use county elections now so it needs to be changed, and that it is not clear what happens when there is a vacancy and what the timeline is.

Vice Chair Katz pointed out it says the commission get two meetings to fill a vacancy, and if an appointment is not made, an election is scheduled.

Ms. Lamb said that she will get back to the Board.

Reverend Dames wanted clarity on Section 4, which he read. He commented there are rules of decorum when the public speaks, but not the same regulations for those on the dais.

Ms. Lamb said there is no written Code of Conduct, and they would need to create a policy how the other commissioners could judge other commission members, and what penalty, if any, would be imposed. She said it had been brought up, but she noted a reluctance to do so and did not know if it had changed.

Reverend Dames said it is okay to disagree, but when the berating starts among the Commission, that is when something should be done.

It was noted the mayor is supposed to control the members.

Ms. Lamb pointed out that there is a Code of Conduct from the County and the State and officials sign that they will abide by it and it is up to the mayor to utilize it.

Dr. Pacilli agreed and thought there should be a Code for officials established that delineates consequences and types of violations.

Reverend Dames asked, if the violation is repeated if there is any type of progressive discipline.

Ms. Lamb said they could petition the governor to ask for removal, or they can use a recall vote, but noted the latter is more difficult.

Vice Chair Katz said that there had been a member who was censured.

Dr. Pacilli agreed with Reverend Dames that they need a Code of Conduct.

Reverend Dames spoke about Section 7, and asked who is authorized to sign city contracts.

Ms. Lamb said it depends on the monetary threshold and that there is a formal procurement process and it was recently changed. She commented that if it is under $75K for goods and services, the City Manager signs it, but that authority has been given to the City Manager via the City Commission through their approval of the procurement policy. She explained when the Mayor has to sign, but is not available, the Vice Mayor can sign. If they both are not available to sign, one of the City Commissioners can sign, and it is contained in a City Ordinance.

Reverend Dames asked if members of the Commission are evaluated.

Vice Chair Katz commented it is really done by the voters.

Dr. Pacilli said that many of the items she wanted to mention were previously discussed. She advised that she worked on a preamble, and Ms. Lamb had sent a memo. She read her preamble.

Chair Taylor gave the definition of an introductory statement.

Dr. Pacilli said she was looking more at a Mission Vision statement than a historical perspective.

Vice Chair Katz noted the statements in the preamble she read about DEI and digital equality have nothing to do with the Charter.

Ms. Lamb read the Palm Beach County Preamble.

Dr. Pacilli agreed to draft a shorter one for the City.

Ms. Lamb stated Legal would send her some examples.

Dr. Pacilli mentioned Section 21 and said that she did not see the annual budget audit and annual evaluation for the City Manager and City Attorney.

Ms. Lamb stated that both the City Attorney and City Manager evaluation is done every October. She said that it is part of their employment agreements. As to the annual budget audit, she advised that the State requires it be done every year and it is conducted by an outside auditor and the audit is submitted to the State. She commented that it is a State requirement and it would not be included in the Charter.

4. Public Comments

Susan Oyer commented the residency requirement should be 3-5 years minimum. She said that she agreed with the 25 year of age requirement that was discussed and would support it being higher She agreed a clear definition of residency and continuous residency was needed as it pertained to elections. She agreed with the 50% +one voting results and suggested looking at Rank Choice Voting, noting it would save the cost of a special election. She noted the Charter does not list the duties of elected officials and thought there should be a list for the Mayor and the City Commissioners. She liked Commissioners having a one year gap and no more than two, three-year terms and thought there should be a methodology for determining the Vice Mayor and changing the election dates from November to March. She pointed out adding the word "or" in Section 9 to say one year "or" until the next General Election was needed.

Ms. Lamb stated historically, Vice Mayors rotates in Districts district order.

Octavia Bell, co-owner of the Kings Learning Center was present to discuss changes or solutions for food truck operators for when they host fundraisers.

Ms. Bell was directed to the City Commission to address this matter.

5. Final Committee Comments

Vice Chair Katz suggested for the next meeting, not having any more than five items on the ballot.

Chair Taylor agreed.

Ms. Lamb said that she would put together a list of what was brought up and then the members can rank them from the most important to the least. She wanted to focus on the five because staff has to draft the referendum language.

The next meeting was set for Wednesday, September 3rd at 6:00 P.M.

6. Adjournment

Motion

Dr. Pacilli moved to adjourn. Vice Chair Katz seconded the motion. The motion passed unanimously.

The meeting was adjourned at 8:20 P.M.

Catherine Cherry
Minutes Specialist

MINUTES OF THE BOYNTON BEACH CHARTER REVIEW COMMITTEE MEETING HELD ON THURSDAY, SEPTEMBER 3, 2025, AT 6:00 P.M. IN CITY COMMISSION CHAMBERS, 100 E OCEAN AVENUE BOYNTON BEACH, FLORIDA

PRESENT:

Jerry Taylor, Chair
David Katz, Vice Chair
Reverend Richard Dames
Dr. Phyllis T. Pacilli
Angela Troyanowski

Shawna Lamb, City Attorney
Ian Gregorchik, Assistant City Attorney

Call to Order

Chair Taylor called the meeting to order at 6 PM.

The Minutes Specialist called the roll. A quorum was present.

Discussion Items

A. Five Charter Review Items of Interest

Each Committee Member is to discuss 5 Charter Review Items of Interest

Ms. Lamb explained and clarified the memos she had sent to the members and said that she hoped the members would rank them from 1 to 18 and she would tabulate the top items.

Vice Chair Katz said that he would rather talk about their top five items and come to agreement to address just the five.

Dr. Pacilli commented that some of the memos came out late, due to the holiday weekend, and she did not get a chance to read them. She requested that the members discuss them or give them time to digest it.

Ms. Lamb said that the first memo that came with the list was two fold: to add the word *continuously* versus changing it to two years or more regarding the residency requirements. She advised that if they change it to two or more years, it would likely be struck down. She reviewed other cities that have more than one year, but it is not in their Charter, rather it is via ordinance.

The majority of the members(4-1) wanted one year and to use the word continuously.

Vice Chair Katz supported saying two years and letting the Commission decide and letting them know how to enact two years if that is what the Commission decided on.

Ms. Lamb stated that in their report, they can explain why the members, by 4-1 poll, opted for the word *continuous* ,as opposed to two year's residency. She mentioned that her only caution with being too detailed is if they elect the two years residency, and that sometimes a simpler explanation is better and then she can go into details at the meeting.

Ms. Lamb said that her other memo was about changing the legal age. She stated that they can change the age, which she reviewed and then announced that they need to have a rational basis, which is as long as they list the reasons for the age change, it will pass the constitutional threshold, but it can't be excessive. She did not recommend 30 or 35. She said rational would be changing the age from 20 to 25.

The members discussed an appropriate age.

Chair Taylor was happy with 21 and was not for combining the age with the continuously addition. He said that he would be okay with the 25 age as long as it was separate from the continuous residency provision.

Ms. Lamb said that if it is one of the top five items, staff can develop language and look at other cities, but the Board does not have to make a decision today.

Vice Chair Katz stated that he wanted to ensure they change the terms from three years to four years for continuity and there was agreement on this. He also wanted to change the vote to having a supermajority to hire/fire City Manager. It was noted that the City Attorney was in the same paragraph. He said that his goal was that it would apply to the City Manager and the City Commission could decide what they want to do with the City Attorney. He pointed out that they need to change all references regarding the City elections from November to March, and references to the officials to say him/her.

The members discussed the definition of a term, and Section 5 regarding the four year term, what constitutes a full term and the one year sit out period.

Ms. Lamb spoke about the Single Subject Rule, and stated that the more general it is, the easier it is to pass, than being more specific on each one. She suggested being less specific and if the Members wanted to change all three things, it should be lumped as one single subject. She explained that they could add language regarding the beginning date for the terms.

There was agreement to have all three items in Section 5 changed together.

Dr. Pacilli spoke about Section 4, Code of Conduct and Decorum, and that expectations should be spelled out.

Ms. Lamb suggested making the Code of Conduct more general and that it could be done via ordinance, but they shall create a Code, but it should not be one of the top five items, it can be added to the memo.

There was agreement to lump Section 3, 5 and 20.

Ms. Troyanowski thought that they should clarify the form of government and the duties of the Commissioners, because the people who have not served might read it and it is vague.

Ms. Lamb said that they can lump them together right now.

Chair Taylor thought that it was unnecessary.

Vice Chair Katz asked how much time staff needed to draft the language.

Ms. Lamb reviewed her schedule and said that they can start putting it together.

Chair Taylor suggested meeting in two weeks and will have language.

After discussion, they Committee will meet on September 25th, at 6 PM

Ms. Lamb was unsure she would have the ballot questions ready and noted that they have a 75 word summary, ballot language is short and then actual language.

Public Audience

Chair Taylor opened to Public Audience

Susan Oyer, Boynton Beach, said that her top five items were raising the age to run and residing in the elected area the entire term. She liked the idea of winning an election by 50% plus one and stated that she liked rank choice voting to avoid runoffs. She said that she was fine with three year terms and candidates can run for two years in a row. She thought the term limits were fine and that any portion of a term is considered a full term. She like the proposed language in Section 20, and clarifying the language and delineating the form of government, as it is a City Manager form and not a strong Mayor form.

She thought the City Clerk needs to verify accuracy of candidate paperwork and reports and should require three forms of identification. She noted in Section 50, petitions need to be submitted in 30 days, but it does not specify when the 30 days start, and pointed out there is nothing about a recall process with rules and a timeframe.

Ms. Lamb said she had sent information about how to get something on a referendum, but it is governed by State statute, as is a recall and it is not something they put in the Charter.

Ms. Lamb said, as to the City Clerk verification, that the job is purely ministerial and it is governed by state statute. She mentioned that if the City challenges someone trying to run and lose, they will get sued because the City is trying to take away their rights and their ability to vote, it is between the candidates

Reverend Dames commented regarding the age of 25 versus 21 year olds if there is someone 21 years old who is serious about running, they won't mind waiting and serving the community. 25 is more mature and prepared. He thought 25 age range was safe.

Ms. Lamb suggested saying the candidate must be 25 at the time they take office.

Final Committee Comments

Reverend Dames closed meeting with an Invocation.

Adjournment

Dr. Pacilli moved to adjourn. Vice Chair Katz seconded the motion. The motion passed unanimously.

The meeting was adjourned at 6:55 P.M.

Catherine Cherry
Minutes Specialist

MINUTES OF THE CHARTER REVIEW COMMITTEE MEETING HELD ON THURSDAY, SEPTEMBER 25, 2025, AT 6:00 PM IN CITY HALL COMMISSION CHAMBER, 100 E OCEAN AVENUE BOYNTON BEACH, FLORIDA

PRESENT:

Jerry Taylor, Chair
David Katz, Vice Chair
Angela Troyanowski
Dr. Phyliss Pacilli *(Arrived at 6:12 P.M.)*

Shawna B. Lamb, City Attorney
Stacey Weinger, Deputy City Attorney
Ian Gregorachik, Assistant City Attorney

ABSENT:

Reverend Richard Dames

1. Call to Order

Chair Taylor called the meeting to order at 6:05 P.M., followed by Roll Call, with the above members noted as present.

2. Approval of Minutes

A. Meeting Minutes

Approve the minutes the from August 28, 2025, and September 3, 2025, Charter Review Committee Meetings.

Chair Taylor moved to approve the minutes from August 28, 2025, and September 3, 2025. Vice Chair Katz seconded the motion. The motion passed unanimously.

3. Discussion Items

A. Discussion of Charter Review Proposed Amendments.

Committee Members to discuss Charter Review Proposed Amendments.

Chair Taylor read Attachment A, a proposed ordinance, pertaining to increasing the age to run for elective office from 21 to 25 years of age and to require continuous residency for one year prior to filing by title only.

Ms. Lamb explained the difference between filing and qualifying on page two of the ordinance was filing was in November and qualifying was when they had to submit their petitions.

Vice Chair Katz liked the one year continuous residency prior to filing, as did Ms. Troyanowski.

Chair Taylor supported keeping the age to run at 21 and said in all his years with the City, they never had a problem with it. He referenced the phrase "If it ain't broke, don't fix it." and noted that there have been young people who have successfully started movements at the age of 18.

Ms. Troyanowski also supported keeping the age at 21.

Vice Chair Katz said that he likes 25.

(Dr. Pacilli arrived.)

Vice Chair Katz read "The Adolescent Brain" into the record, and mentioned that Professor Kaplan has pointed out that "puberty refers to the hormonal changes that occur in early youth and adolescence may well extend beyond the teenage years. In fact, there are characteristic developmental changes that almost all adolescents experience during their transition from childhood to adulthood. It is well established that the brain undergoes a rewiring process that is not complete until approximately 25 years of age."

Ms. Troyanowski supported the age of 21.

Dr. Pacilli agreed with the 21 year old age requirement and with continuous residency.

Vice Chair Katz stated that he will speak about it at the City Commission and express his concern.

Ms. Lamb advised that she would update the ordinance.

Ms. Lamb requested a motion if the Committee wanted to present it as one of the Charter Amendments to the City Commission.

Motion

Dr. Pacilli so moved. Ms. Troyanowski seconded the motion. Vice Chair Katz stated that he was voting no, but was voting yes in favor of the portion regarding continuous residency.

Motion passed 3-1 *(Vice Chair Katz dissenting.)*

Chair Taylor inquired, since the vote was 3-1, if the part about the age would be removed from the amendment and the only recommendation going forward pertained to the continuous residence portion.

Ms. Lamb confirmed it would.

Ms. Lamb read Attachment B, a proposed ordinance, changing the length of elected terms from three years to four years, clarifying what constitutes a term for the purposes of term limits, a mandatory sit out period, and notice and advertisement of referendums to the public, by title only. She explained that the way the ordinance is drafted is that the first election impacted would be in March 2028.

Motion

Vice Chair Katz so moved. Dr. Pacilli seconded the motion. The motion passed unanimously.

Ms. Lamb read Attachment C, a proposed ordinance pertaining to the appointment and removal of the City Manager and City Attorney, clarifying the duties of the City Manager and City Commissioners, notice and advertisement to the public of the referendum, by title only.

Vice Chair Katz stated that the ordinance does not reference the 4-1 majority vote, only the procedure.

Ms. Lamb said that it is in Exhibit A and they can rewrite the ballot question to make it more clear.

Vice Chair Katz asked if the City Manager and City Attorney should be separate as the City Manager position is more political. He said that he is not against the City Attorney but asked if that position should be separated out.

There was agreement that both positions should require a 4-1 vote.

Ms. Lamb pointed out that the current Charter has them the same and they can add the positions as a and b.

Motion

Dr. Pacilli moved to approve that the amendment be forwarded to the Commissioners. Vice Chair Katz seconded the motion. The motion passed unanimously.

Ms. Lamb stated that there is no conflict with Sections 40, 41 and 42.

Chair Taylor pointed out elections it references November and March elections.

Ms. Troyanowski also noted it references Deputy Mayor and Vice Mayor.

Ms. Lamb explained that it does say November, but it references the date to file for the March Election, so there was no conflict, and she advised that there is a general cleanup, when referencing individuals holding certain positions being changed to say he/she and other antiquated language.

The members agreed.

Dr Pacilli commented that Tamarac had a short preamble which was beautiful.

Ms. Lamb said that she will send it to the members and they can discuss it at the next meeting.

Vice Chair Katz said that there will be four items on the ballot and the Committee will meet again. He suggested that the Committee focus on major things first, letting the others wait and noted that there has been a lot of discussion on the City Commission level about non-residents serving on advisory boards. He requested that the Committee members consider whether potential advisory board members should be residents or not, and if so, including it as a Charter Amendment.

Ms. Lamb noted that non-residents can obtain a waiver via ordinance and there is only one Board that does not allow for it, and that this is typically accomplished via ordinance.

Chair Taylor stated that if an individual owns a business in the City, the owner can serve.

4. Public Comments

Susan Oyer, Boynton Beach, stated that she supports the age to serve elected office as being 25, and suggested lowering campaign donation amounts if the minimum age to hold office is 21. She did not support extending elective terms to four years and having terms at two years or leave it at three. She liked the idea of a preamble and expressed with the right wording, it would set a nice tone, and pointed out Boynton Beach is one of the older cities in the County and should be held in a higher regard.

Ms. Lamb stated that the Committee will be making a presentation to the City Commission on October 21st and asked when the Committee would meet again. She asked how the Committee wanted the information presented to the City Commission as well.

Chair Taylor said that a report was fine, which will be attached to the agenda item and then a brief Power Point, and the Committee agreed.

It was noted that typically the Chair makes the presentation, or a designee.

Chair Taylor agreed, and the members indicated that they will attend.

Ms. Lamb explained that all has to be prepared by October 14th to be on the agenda.

After discussion, there was agreement to meet on Monday, October 6th at 6 PM.

5. Adjournment

Motion

Dr. Pacilli moved to adjourn. Ms. Troyanowski seconded the motion. The motion passed unanimously.

The meeting was adjourned at 6:46 P.M.

Catherine Cherry

Catherine Cherrry
Minutes Specialist

MINUTES OF THE CHARTER REVIEW COMMITTEE MEETING
HELD ON MONDAY, OCTOBER 6, 2025, AT 6:00 PM
IN CITY HALL COMMISSION CHAMBER, 100 E OCEAN AVENUE
BOYNTON BEACH, FLORIDA

PRESENT:

Jerry Taylor, Chair
David Katz, Vice Chair
Angela Troyanowski
Dr. Phyliss Pacilli

Shawna B. Lamb, City Attorney
Ian Gregorachik, Assistant City Attorney

ABSENT:

Reverend Richard Dames

1. Call to Order

Chair Taylor called the meeting to order at 6:01 P.M., followed by Roll Call, with the above members noted as present.

2. Approval of Minutes

A. Charter Review Meeting Minutes
Approve the minutes from the September 25, 2025, Charter Review Committee Meeting.

Motion

Dr. Pacilli moved to approve the minutes. Vice Chair Katz seconded the motion. The motion passed unanimously.

3. Discussion Items

A. Discussion of Charter Review Proposed Amendments.

Committee Members to discuss Charter Review Proposed Amendments.

Ms. Lamb stated Mr. Gregorachik updated the ordinance language per the Committee's discussions. She said her office needs to know what format the Committee wants the report to the City Commission to be given in and suggested having one more meeting to review the final report and Power Point for approval. The members agreed on having a Special Meeting at 5:30 P.M., on Monday October 13th to finalize all and staff will put it on the City Commission agenda for October 21st to give final approval

After review of the proposed ordinance changes, the members acknowledged the updated language was fine.

Motion

Dr. Pacilli moved to approve Ordinance 25 and to be moved forward with the corrections. Ms. Troyanowski seconded the motion. The motion passed unanimously.

Ms. Lamb pointed out the other ordinances were already approved by the Board, so no motion was needed.

A copy of the preamble was provided, which Ms. Lamb read.

Brief discussion ensued about including other items in the preamble, however, after further discussion, the members agreed to the preamble as read by Ms. Lamb, as included in the meeting materials.

Motion

Dr. Pacilli moved to approve the preamble. Ms. Troyanowski seconded the motion. The motion passed unanimously.

4. Public Comments

Chair Taylor opened Public Comments

Susan Oyer, Boynton Beach resident, favored leaving the word transparency in the preamble as she said that the City does not have transparency and the residents want it.

No one else coming forward, Public Comments was closed.

Ms. Lamb asked if there was anything else the members wanted in the report and said staff will put together what the Committee had previously discussed and agreed with.

As for the presentation to the City Commission, Chair Taylor suggested that they present the preamble first, then the four items, as they appear and the catch all language ordinance will be made last.

Ms. Lamb said that staff will send the draft report to the members the Friday before their next meeting.

Vice Chair Katz stated that he received a response to his text to Rev. Dames who said that no one had informed him of the meeting. Ms. Lamb requested Vice Chair Katz inform him of the next meeting.

5. Adjournment

Motion

There being no further business to discuss, Dr. Pacilli moved to adjourn. Ms. Troyanowski seconded the motion. The motion passed unanimously.

The meeting was adjourned at 6:19 p.m.

Catherine Cherry

Catherine Cherry
Minutes Specialist

MINUTES OF THE CHARTER REVIEW COMMITTEE MEETING
HELD ON MONDAY, OCTOBER 13, 2025, AT 5:30 PM
IN CITY HALL COMMISSION CHAMBERS, 100 E OCEAN AVENUE
BOYNTON BEACH, FLORIDA

PRESENT:

Jerry Taylor, Chair
David Katz, Vice Chair
Angela Troyanowski
Dr. Phyliss Pacilli
Reverend Richard Dames

Shawna B. Lamb, City Attorney
Stacey Weinger, Deputy City Attorney
Ian Gregorachik, Assistant City Attorney

1. Call to Order

Chair Taylor called the meeting to order at 5:31 P.M., followed by Roll Call noting a quorum was present.

2. Approval of Minutes

A. Charter Review Meeting Minutes
Approve the minutes from the October 6, 2025, Charter Review Meeting.

Motion

Dr. Pacilli moved to approve. Ms. Troyanowski seconded the motion. The motion passed unanimously.

3. Discussion Items

A. Discussion of Charter Review Proposed Ordinances.
Committee Members to Discuss Charter Review Proposed Ordinance Amendments.

Ms. Lamb asked if the minutes of this meeting could be emailed to the members by Friday, as she would include them in the report to the City Commission.

Catherine Cherry said they would be ready and emailed.

Vice Chair Katz asked what the difference is between a super majority vote as opposed to a 4-1 vote.

Ms. Lamb explained that with forward thinking and with annexations possible in the future, they could have another district. Using the term super majority makes it easier because they would not have to make another Charter Amendment to reflect a 5 -1 vote. It was noted that super majority and simple majority are legal terms.

Chair Taylor had a question about Amendment 3 of the Charter, Section 5.

Ms. Lamb reviewed the PowerPoint, which introduced the Committee and its purpose.

Ms. Troyanowski commented that there were other things that would be addressed in the future and she did not think it was clear in the Power Point. She noted that there were about 21 other issues that would be reviewed and the Committee will continue meeting.

Brief discussion followed that Ms. Lamb would add it to the PowerPoint, and the Chair agreed that he will bring it up when the presentation to the City Commission is made.

There were no changes to the Preamble.

There were no changes to Amendment 2 in the Charter, Section 3.

Chair Taylor noted regarding Amendment 3, that bullet point four establishes that resignation or forfeiture of office during any part of the term counts as serving a full term. He noted that ballot question clarifies that serving more than half a full term constitutes a complete term. He said that any part of the term counts as a full term

Ms. Lamb agreed that it should say half a term and pointed out she understood that they agreed it would not be fair for someone to serve more than half a term, it counts as a full term. If an elected official dies three months before their term is up, there may be difficulty finding a replacement willing to serve for three months as a full term, and forego their political aspirations. She said that she thought there was agreement to change it to half a term.

Ms. Troyanowski and Dr. Pacilli agreed.

Ms. Lamb said that if they resign or forfeit, they voluntarily give it up, it would count as a full term. She stated that one would never serve a partial term unless there was a vacancy.

Dr. Pacilli questioned if an official is in his second term and serves one month and then resigns, if it would count for their full term.

Chair Taylor said It would.

Ms. Weinger explained that the way the draft ordinance is written, is it changes the term length from three to four years, and that one cannot serve more than two consecutive terms. She said that a person shall be deemed to have served a full term, if that person serves more than half of the elective term. She said that half of the elective term applies to the two, four-year terms and term limits, and then currently existing in the Charter is the provision, if one resigns or forfeits an elective office during any part of the elective

term, that shall be deemed to constitute a full term. She said that they are two different situations.

Ms. Weinger said, regarding resignation and forfeiture, that it is already in the Charter. The change is that the current Charter reads, "during any part of a three-year elective term," and they struck the three years to say any part of the term because term was defined above.

Ms. Lamb agreed and said that it was a technical change to ensure the Charter is consistent, so the way it is written in the Amendment is the way in needs to change in the Charter, so some language regarding term length was removed there, but she will clarify what it was doing.

Ms. Troyanowski said that all the slides except this one had a listing of benefits. She stated that they should have some explanation why they are making the changes, as continuity of leadership is important.

Chair Taylor gave a scenario that if he is on his second term, and three months in he decides to resign, but when the next election comes up, he changes his mind and runs for office, that he should have to wait a year, because he'd already served two terms

Dr. Pacilli also commented on the above scenario and said that if he had served two years and a day, it is more than half, and then she sits in for the remainder of his time, it would not count for her, and she could serve two more terms. She said the language has to be very clear and more clarification is needed.

Ms. Weinger asked if the explanation was unclear in the PowerPoint or in the Charter Amendment.

Dr. Pacilli thought the explanation in the PowerPoint should have better clarity. She also agreed listing benefits would help with clarity.

Ms. Weinger said it could be clarified more in the PowerPoint.

There were no changes with the residency and age requirements to serve.

Vice Chair Katz noted that the slide pointed out that residency requirements of more than one year may raise constitutional issues and commented that Doral and Ft. Pierce have two year residency requirements.

Ms. Lamb stated that her job is to point out issues, and the decision whether or not to proceed with them is left to the Committee and City Commission. She noted that other municipalities have been challenged.

Ms. Troyanowski also commented that there is a cost to a legal challenge, and while being challenged, none of the provisions of the Charter would apply as the Charter is suspended.

Amendment 4, Charter Section 20 regarding appointment and removal of the City Manager by super majority was reviewed. There was agreement to remove the wording regarding a 4-1 vote on the PowerPoint.

Amendment 5, Language Modernization, was reviewed and had no changes.

The Additional Committee Observations slide, had no changes.

Chair Taylor stated he would mention during the presentation, that a Charter Review should take place every 10 years and can be done via Ordinance.

There were no changes to the Implementation Timeline slide.

Motion

Dr Pacilli moved to accept the PowerPoint with the corrections as noted and the final report with the added additions and corrections as discussed. Vice Chair Katz seconded the motion. The motion passed unanimously.

4. Public Comment

None.

5. Adjournment

Motion

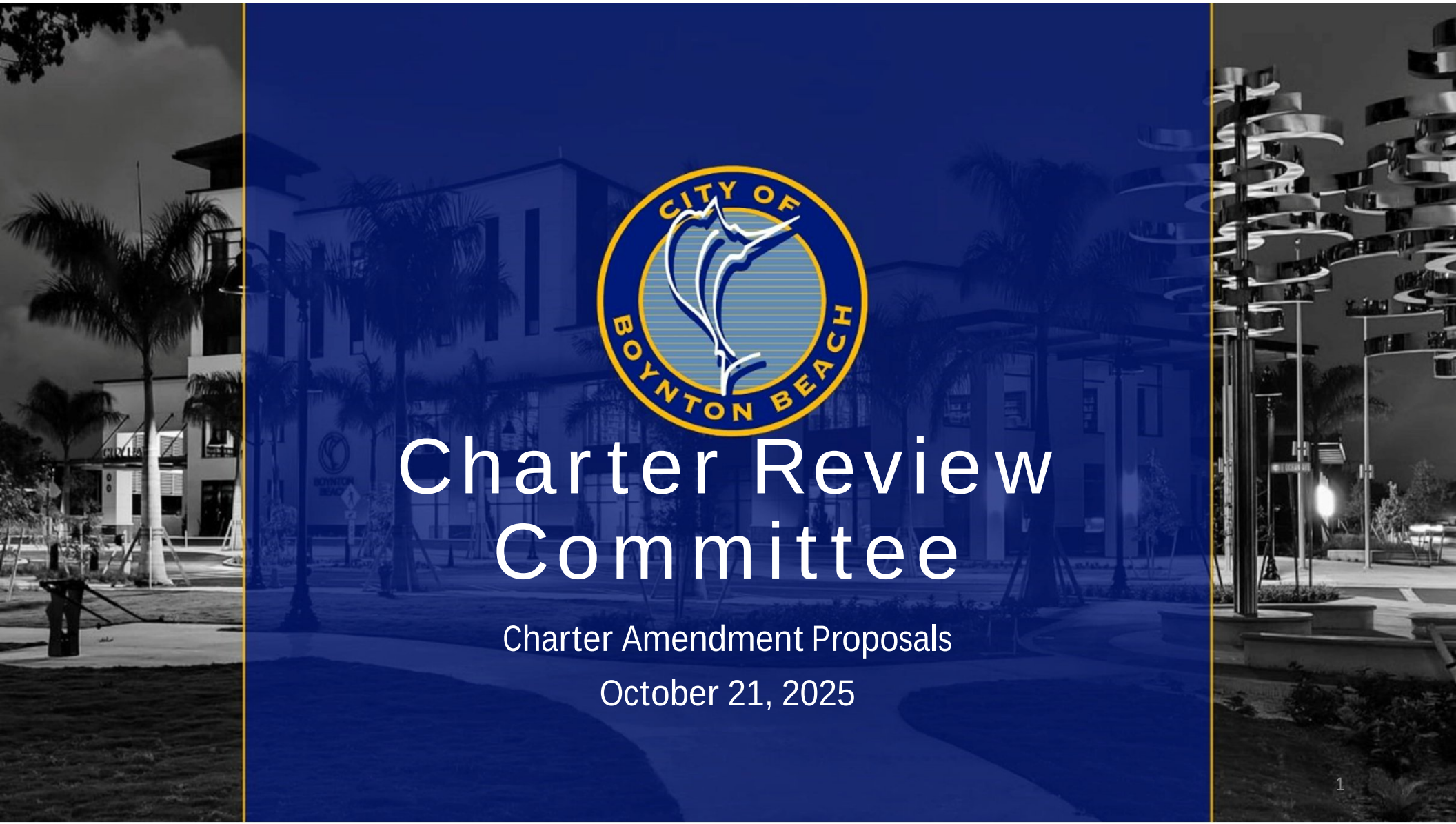
Vice Chair Katz moved to adjourn. Dr. Pacilli seconded the motion. The motion passed unanimously.

The next meeting was tentatively set for Wednesday, October 14, 2026, at 6 P.M.

The meeting was adjourned at 6:03 P.M.

Catherine Cherry

Catherine Cherry
Minutes Specialist



Charter Review Committee

Charter Amendment Proposals

October 21, 2025

Introduction and Committee Organization

At its first meeting, the Committee elected officers:

Chair: Jerry Taylor

Vice Chair: David Katz

Members: Rev. Richard Dames, Dr. Phyllis T. Pacilli, Angela Troyanowski

The Committee was charged with:

1. Reviewing the existing City Charter;
2. Considering proposed amendments prepared by the City Attorney's Office; and
3. Recommending any additional modifications necessary to improve the Charter's clarity, function, and responsiveness to the public interest.

Overview of Proposed Amendments

The Charter Review Committee recommends **five (5) charter amendments** for voter consideration:

1. **Preamble** - Establish foundational purposes and principles
2. **Candidate Qualifications** - Require continuous one-year residency
3. **Term Length & Limits** - Extend terms to 4 years with clarifications
4. **Form of Government** - Clarify Commission/Manager structure, duties, and super-majority requirements
5. **Language Modernization** - Update language and notice requirements

Amendment 1: Charter Preamble

Purpose

Add a preamble to establish the foundational purposes and principles of city governance.

Proposed Preamble Text

"The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient and responsive government, hereby adopt a revised City Charter in accordance with the Constitution and Statutes of the State of Florida."

Ballot Question: *Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including the protection of the general health, welfare, and safety of residents and the promotion of honest, efficient, and responsive government?*

Amendment 2: Charter Section 3

Current Requirement

Candidates must reside in the city for one year prior to filing

Proposed Change

Add a requirement for continuous residence within the city for at least one (1) year prior to filing for office

Key Benefits

- Ensures candidates have sustained commitment to the community
- Prevents last-minute residency claims
- Clarifies eligibility standards

> ***Ballot Question:*** *Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?*

Amendment 3: Charter Section 5

CURRENT TERMS	PROPOSED CHANGES
3-year terms	4-year terms (begins 2028)
2 consecutive term limit	2 consecutive term limit remains
Unclear “full term” definition	Serving >1/2 term = full term
No sit-out period	1-year sit-out required

Key Changes

- Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;
- Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;
- Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office.
- Example: If Commissioner Smith completes 2 consecutive terms ending in March 2030, they cannot run for Mayor or Commissioner again until the March 2032 election (after 1 year has passed).

Benefits

- Continuity of leadership
- Reduces election frequency and cost

Implementation Timeline

- March 2026 election: 3-year terms
- March 2028 and beyond: 4-year terms

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) increase the term of elective offices from three (3) years to four (4) years; (2) clarify that serving more than one-half of a full term constitutes a complete term for purposes of term limits; and (3) require a mandatory sit-out period of one (1) year for any person who has served more than two (2) consecutive terms?*

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Residency and Age Requirements

The Committee reviewed eligibility criteria for City Commission service:

- Residency Requirements: Based on the City Attorney's September 2, 2025, memorandum, the Committee determined that residency requirements exceeding one year may raise constitutional concerns under Equal Protection and Privileges and Immunities Clauses. The Committee recommended clarifying the existing one-year residency provision rather than extending it.
- Age Requirements: Per the City Attorney's September 3, 2025, memorandum, the Committee considered raising age qualifications but concluded this could present constitutional risks. After deliberation on adolescent brain development and fiscal maturity research, the Committee voted 3-1 to maintain the current age requirement of 21 years. One member preferred raising it to 25 based on brain development research, but the majority concluded that 21 appropriately balances maturity considerations with voter choice and constitutional principles.

Amendment 4: Charter Section 20

Key Changes

- Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policy-making body;
- Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;
- Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;
- Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and
- Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Benefits

- Promotes stability in key leadership positions
- Reduces political interference in administration
- Clarifies separation of policy from operations

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) clarify the Commission/City Manager form of government; (2) require a super majority vote for the appointment and removal of the City Manager and City Attorney; and (3) clarify the duties and responsibilities of the City Manager and City Commissioners in the governance structure?*

8

Amendment 5: Language Modernization

Modernize Language

- Replace: “he,” “him,” “his/her”
- With: “they,” “them,” “their” or title roles

Notice Requirements

- Include digital communication methods
- Comply with current FL Statutes

Updates to Multiple Charter Sections (8, 20, 23, 24, 40, 50, 52, 54, 55)

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Benefits
This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?*

Additional Committee Observations

The Committee also discussed:

- Conducting Charter Reviews at least once every 10 years;
- Encouraging civic participation in Charter-related discussions;
- The importance of transparent public education ahead of any Charter referendum; and
- The potential future development of a Code of Conduct for elected officials, though the Committee determined this matter could be more appropriately addressed through ordinance rather than a Charter amendment.

Implementation Timeline

- Today - City Commission consideration of referendum ordinances
- First Reading - Commission adopts ordinances on first reading
- Second Reading - Final passage of referendum ordinances
- Notice & Publication - City Clerk advertises referendum per Florida Election Code
- March 2026 - Voters decide on approved amendments
- Upon Voter Approval - Amendments become effective immediately
- March 2028 - Four-year terms begin (if Amendment 3 approved)

Important Notes

- Each amendment is voted on separately - approval of one does not affect others
- City Clerk will ensure proper ballot formatting and publication

Charter Review Committee Recommendation

Recommendation

The Charter Review Committee recommends that the City Commission adopt the five proposed ordinances placing these charter amendments on the March 2026 ballot for voter consideration.

Questions?

Charter Review Committee
City of Boynton Beach

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

City Event Announcements

Requested Action: Pirate Fest- October 25, 2025 and October 26, 2025

Explanation of Request: City staff will present each of their events.

Budgeted Item: Yes

Account Line Item and Description: Each item has different account line items.

Fiscal Impact: These are budgeted events.

Attachments:
Pirate Fest Flyer

THE PIRATES ARRR COMING!



FREE EVENT

GET READY FOR
2 DAYS OF
Live Music
Entertainment
Stunt Shows
Costumes
Children's Activites
Shopping
Cannons
Mermaids
Pirates & More

BOYNTON BEACH
PIRATE FEST

CITY OF BOYNTON BEACH

BBPIRATEFEST.COM | OCT 25TH & 26TH

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Community Support Funds.

Requested Action: Approve Community Support Fund requests from Commissioner Cruz and Commissioner Kelley.

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Community Support Funds:
001-1110-511-83-01- Commissioner Cruz
001-1110-511-83-04- Commissioner Kelley

Fiscal Impact: This is a budgeted line item.

Attachments:
Young Men of Distinction, Inc..doc
Young In Faith, LLC-Santaluces Community High School- Guery Ullysse.doc
The Tree of Life Inc..doc
Boynton Beach Bulldog Cheerleaders.doc

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: October 21, 2025
Requested by Mayor/Commissioner: Commissioner Cruz
Amount Requested: $500
Recipient/Payee: Young Men of Distinction

Description of project, program, or activity to be funded: Teaching our youth life skills that can promote a positive life-style and career choices. Mentoring held with some options that can work with the comfort level of many families. Social & emotional skills to teach your children or teens about social acceptable behavior. Lifelong learning happens when the child or teen is impacted by a positive approach in life.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $5,000.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: _____ By: _____
Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: October 21, 2025
Requested by Mayor/Commissioner: Commissioner Cruz
Amount Requested: $1,000
Recipient/Payee: Young in Faith, LLC

Description of project, program, or activity to be funded: helps lead Young in Faith and its efforts in high schools in Boynton Beach to bring encouraging clubs and lunch discussions all year long that help students feel supported in making good decisions with their life even if they are surrounded with peer pressure to make bad decisions

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $4,500.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: _____ By: _____
Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: October 21, 2025
Requested by Mayor/Commissioner: Commissioner Cruz
Amount Requested: $500
Recipient/Payee: Tree of Life

Description of project, program, or activity to be funded: At The Tree of Life, our mission is to connect single moms to Christ centered environments and help facilitate and educate on ways to break barriers and to be transformed by the renewing of our minds.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $3,500.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: _____ By: _____
Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: October 21, 2025
Requested by Mayor/Commissioner: Commissioner Kelley
Amount Requested: $675
Recipient/Payee: Boynton Beach Bulldog Cheerleaders

Description of project, program, or activity to be funded: For the cheerleaders to be able to attend the Cheer Competition.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $3,000.

The balance of funds available for the requesting Member of the Commission is $3,000.

Accordingly:

- ✓ There are funds available as requested
- ✓ There are insufficient funds available as requested

Dated: _____ By: _____
Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Proposed Resolution No. R25-275- Authorizing the Mayor to sign the Recreation and Parks Special Events Application to the Town of Ocean Ridge for Oceanfront Bark events.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-275.

Explanation of Request: Recreation and Parks is requesting that the City Commission approve the Special Event Application to be submitted to the Town of Ocean Ridge that will allow the Recreation and Parks Department to hold its Oceanfront Bark events.

How will this affect city programs or services? Support Services will be provided by Public Works and parking will be free at Oceanfront Park from 9:00 A.M. to 12:00 P.M.

Budgeted Item: Yes

Account Line Item and Description: 001-2710-572-49-17: Other Contractual Services.

Fiscal Impact: Parking fees will be waived for the duration of the event from 9:00 A.M. to 12:00 P.M.

Attachments:
R25-275 Agenda_Item_3706-2025_Resolution_for_Town_of_Ocean_Ridge_Special_Event_Permit.docx
Exhibit A to Resolution - Oceanfront Bark 2025-26 Event Application.pdf

RESOLUTION NO. R25-275

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY TO SUBMIT A SPECIAL EVENT PERMIT APPLICATION TO THE TOWN OF OCEAN RIDGE FOR OCEANFRONT BARK EVENTS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Recreation and Parks Department is requesting that the City Commission approve the Special Event Application to be submitted to the Town of Ocean Ridge that will allow the Recreation and Parks Department to hold its Oceanfront Bark events; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to authorize the City to submit a Special Event Permit Application to the Town of Ocean Ridge for Oceanfront Bark events.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the City to submit a Special Event Permit Application to the Town of Ocean Ridge for Oceanfront Bark events, in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Application. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The Application shall be provided to Justin Johnson to submit to the Town of Ocean Ridge.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-275

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Special Event Permit

Town of Ocean Ridge

6450 N. Ocean Blvd.

Ocean Ridge, FL 33435

Phone: 561-732-2635

Fax: 561-737-8359

Email: info@oceanridge.gov

Office Hours: Monday – Friday (8:30 AM – 3:00 PM)

Closed on Federal Holidays

Permitting Regulations

(In accordance with Town Ordinances 30-160 to 30-167)

Notes: Please initial each item below to confirm your understanding

_____ The special event permit request must be submitted at least 60 days prior to the proposed scheduled event.

_____ Application must be completed in full.

_____ There is a $100 application fee.

_____ Applications are not approved, nor permit granted, until applicant has received a "Letter of Approval".

_____ A minimum $1,000 refundable deposit, security bond or similar financial pledge, payable to the town shall be required. This deposit is to ensure that any damages to town property or rights-of-way are repaired and returned to previous condition. The only entity capable of waiving the fee is the Town Commission.

_____ Unless extended by the Town Manager, all permits necessary to conduct the special event shall be obtained and copies provided to the Town at least 14 days prior to the scheduled event. Also, adequate provision for police, fire, and rescue services must be met as directed by the Chief of Police and Fire Chief or their designee.

_____ The use or construction of platforms, bleachers, chairs or any other equipment or temporary structures may be prohibited, restricted, or otherwise controlled by the Town Manager.

_____ Adequate off street parking must be provided for vehicles.

_____The applicant may appeal any decision to the Town Commission.

_____ The Town Manager may revoke a permit at any time if there are findings that the health or safety of public is threatened, in the event of an emergency, disorder or other unforeseen conditions which may arise.

_____ Applicant will maintain area clean during and for the duration of the event. Special event area will be restored to previous condition after event has concluded.

_____ A certificate of such insurance shall be filed with the town prior to the commencement of the site preparations for the special event, naming the town, its officers, employees and agents, as additional insureds, as their interests may appear, and agreeing not to cancel such insurance without 30 days' written notice to the town.

_____ All permits for an event on state or county roads or property, the property of other municipalities, or impacting other cities, shall require submission of proper waivers or permit with the special event application by attachment.

By signing below, I acknowledge that I fully read Town Code Sec. 30-160 to 30-167 in reference to Special Event procedure, understand, and agree to comply with all Town, State and Federal regulations.

Applicant Signature: _____ Date: _____

APPLICATION FOR SPECIAL EVENTS

Section I Instructions for Applicants

1. Applicant must complete section II of this application. Application must be completed in its entirety and all information must be filled unless not applicable.
2. Attach the following to the application:
   a) Site plan (Drawing/ Sketch/ Photos), showing the site upon which you are proposing your special event, identifying parking areas, adjacent roadways, existing structures, proposed (temporary) structures/items, road closures, barricades/fences, signs, etc.;
   b) Attach Letter(s) of approval from all outside agencies: (Florida Department of Transportation (FDOT), Department of Environmental Protection (DEP), Boynton Beach, Manalapan, Environmental Resource Management (ERM), etc.)
   c) Copy of current insurance certification(s) with the Town of Ocean Ridge listed as "Additionally Insured"

Section II Required Information

A) Event Information

Name of Event: Oceanfront Bark

Proposed Location(s) of event:

☐ Commission Chambers ☐ Community Room ☒ Other: Oceanfront Park
(If "Other" selected, please list the full address. Please note, if Town Hall Facilities need to be used for your Special Event, then a Facility Use Agreement Application will need to be filled out as well.)

Detailed Description of Event:

A City of Boynton Beach Recreation & Parks Department free community event where people can bring their dogs to a designated area of the beach from the hours of 9am -12pm. Dogs must be appropriately licensed and behaved. There will be 3 to 5 vendors.

Purpose of Event: To allow people to being their dogs to the beach on these specific dates

Has this event happened in the past? ☐ Yes ☐ No How many years? 7

Estimated Number of Participants: 50-100 Estimated Number of vehicles: 50

Duration of Event: ☐ One- Day Event ☒ Multi-Date Event

Event Date and Hours				
Date	**Set-Up Time**	**Start Time**	**End Time**	**Breakdown Time**
11/15/2025	7:00 am	9:00 am	12:00 pm	1:00 pm
12/20/2025	7:00 am	9:00 am	12:00 pm	1:00 pm
1-17-2026 & 2-21-2026	7:00 am	9:00 am	12:00 pm	1:00 pm

Are you proposing to use a state road? □ YES ☑ NO (FDOT permit or exemption attachment is required)

Will your event cause any road closure? □ YES ☑ NO

Which roads will be closed: _____

Road Closure Times	
Start	**End**

*For road closure events, applicant must provide FDOT approval or exemption to close A1A and a Management of Transportation (MOT) plan for any and all road closures.

B) Organization(s) Producing Events

Applicant's Information

Name of Coordinator: Justin Johnson
Cell Number: 561-302-0461 Email: JohnsonJ@bbfl.us
Address: 100 E. Ocean Ave.
City/State/Zip: Boynton Beach, FL 33435
If applicant is not primary contact, please list the best contact below:
Name: _____
Cell Number: _____ Email: _____
Address: _____
City/State/Zip: _____

If this event is tied to an Organization, please fill out the information below:
Organization Name: City of Boynton Beach
Organization Address: 100 E. Ocean Ave.
Organization Email: _____

C) Event Logistics

Will music be provided? □YES ☑NO
If yes, please fill out below:

Live Band, DJ, Sound System?	
Start time:	
End time:	
Quantity of speakers:	

Does the proposed area include fencing of public property? ☑YES □NO

Will food and/or beverages be served? ☑ YES □ NO

Will alcoholic Beverages be served? □ YES ☑ NO
*If yes, attach applicable permits from other regulatory agencies.

Will a tent or temporary structure be erected? ☒ YES ☐ NO
If yes, indicate the quantity of tents: 6

Are you proposing to place signs or erect banners? ☒ YES ☐ NO

Quantity of signs:	7
Size of Signs	(4) 24x36, (2) 24x24, (1) 12x24

*Locations of signs need to be included on the site plan.

Are other municipalities or government agencies impacted? ☐ YES ☒ NO
If yes, attach relevant permits.

D) Hold Harmless

By submittal of this application, the applicant agrees to indemnify and save the town harmless, and to provide defense for the town, from any and all claims, suits, actions, damages, or causes of action arising out of or as a result of the special event or of the condition of the premises on which the special event is held, including those arising during the event itself, and those arising during its preparation and removal before and after the event, for any personal injury or loss of life, or damage to or loss of property, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against any attorney's fees and costs, including those at all appellate levels, incurred in and about the defense of any such claims, suits, actions, damages, or causes of action arising as a result of the act or omission of action of a town officer or employee in the scope of his or her employment or function with the town.

E) SIGNATURE

By signing below, I hereby certify that the information I have provided on this form is complete and accurate to the best of my knowledge. I further agree to comply with all Town, State and Federal regulations. I understand that failure to comply may lead to the cancellation of the event or denial of application, or revocation of this permit.

Signature: _____ Date: _____

Print Name: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 20_____.

NOTARY SEAL

_____
(Notary Signature)

☐ Personally Known or ☐ Type of Identification Produced:_____

Office Use Only

_____ _____

Received By Date (Please Date Stamp)

For Town Use Only

Approvals:

Chief of Police: _____ _____

Date Signature

Public Works: _____ _____

Date Signature

Town Clerk: _____ _____

Date Signature

Town Manager: _____ _____

Date Signature

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Proposed Resolution No. R25-276- Approving and authorizing the assessment and recording of nuisance abatement liens against properties in the public records of Palm Beach County.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-276.

Explanation of Request:
In accordance with the Municipal Lien Procedure on file in the City of Boynton Beach, the attached list contains the addresses of properties cited by Community Standards for nuisances abated by a City-contracted vendor. The Financial Services Department sent an invoice to each property owner, to which no response was received within the required 30-day period. At the end of the 30-day notice from Financial Services, the Resolution is sent for recording with an administrative fee of $30. After the Resolution is recorded, the property owners will receive a copy of the Resolution and another letter stating the unpaid balance will accrue interest at a rate of 8% per annum.

How will this affect city programs or services?

Allows the City to collect on services performed on properties within the City limits.

Budgeted Item: Yes

Account Line Item and Description: 001-0000-343.91-00 Revenue Account

Fiscal Impact:

This process allows us to place liens on the properties in order to reimburse the City for the services that were provided when the nuisances were abated.

Attachments:
R25-276 Agenda_Item_3731-2025_Resolution_for_nuisance_abatement_liens.docx
Exhibit A to Resolution -Nuisance_Abatement_Cases_Exhibit_A (2) OCTOBER 21.pdf

RESOLUTION NO. R25-276

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ASSESSMENT AND RECORDING OF NUISANCE ABATEMENT LIENS AGAINST PROPERTIES IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITHIN 60 DAYS AFTER ADOPTION OF THIS RESOLUTION; AND FOR ALL OTHER PURPOSES.

WHEREAS, in accordance with the Municipal Lien Procedure on file in the City of Boynton Beach, the attached list contains the addresses of properties cited by Community Standards for nuisances abated by a City-contracted vendor; and

WHEREAS, the owners of the parcel(s) of property hereinafter described were invoiced by the Finance Department in an effort to recoup these costs with no response within the required 30-day period; and

WHEREAS, said nuisance was not abated as required; and

WHEREAS, all of the property owners listed in the attached Exhibit "A" were sent letters offering them an opportunity to remit payment within 30 days to avoid incurring a lien on their property; and

WHEREAS, Community Standards has made a report of costs actually incurred by the City and abatement of said nuisance as to the property(s) involved, which are described in Exhibit "A" attached to this Resolution; and

WHEREAS, upon passage of this Resolution, the property owners will be furnished with a copy of this Resolution and given one more opportunity to remit all costs associated with the abatement in full within 30 days after the passage of this Resolution before transmittal to the County for recordation of Liens.

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

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

SECTION 2. The amount of costs incurred by the City and the abatement of the above-described nuisance as to the parcels of land owned and indicated, to wit:

SEE ATTACHED EXHIBIT "A"

The subject amount is hereby assessed as liens against said parcels of land as indicated, plus an additional administrative charge of $30.00 for each Lien. Liens shall be of equal dignity with the taxes therefrom for 2025 and shall be enforced and collected in like manner pursuant to applicable law provisions. In the event collection proceedings are necessary, the property owner shall pay all costs of the proceedings, including reasonable attorney's fees.

SECTION 3. The City Clerk is authorized to record this Resolution in the public records of Palm Beach County, Florida.

SECTION 4. This Resolution shall become effective as provided by law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-276

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

First Name	Last Name	Company Name	Mailing Address	PCN	Nuisance Abatement Property Address	Case#	Invoice	Invoiced Amount	Amount Owed + $30
ANDREW AND COURTNEY	KENNEDY		751 SW 3RD AVE	08-43-45-29-34-000-0020	751 SW 3RD AVE, BOYNTON BEACH , FL 33426	25-1585	#101397	$513.09	$543.09
		WHITE CROWN GROUP LLC	700 S ROSEMARY AVE # 204 A30, WEST PALM BEACH, FL 33401	08-43-45-29-34-000-0030	741 SW 3RD AVE, BOYNTON BEACH, FL 33401	25-1583	#101396	$513.09	$543.09
		GETA REAL ESTATE LLC	608 WEST ST , TACOMA, WA 98404	08-43-45-28-22-008-0450	301 SW 9TH AVE, BOYNTON BEACH, FL 33435	25-1578	#101395	$538.09	$568.09

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Proposed Resolution No. R25-277- Authorize the City's application for the 2026-27 EMS Matching Grant offered by the Florida Department of Health in the amount of $20,275.76, and if awarded, authorize the City to accept the Grant and execute all future documents associated with the grant.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-277.

Explanation of Request:

Section 401.113, Florida Statutes, gives the Florida Department of Health authority to dispense funds contained in the Emergency Medical Services (EMS) Trust Fund for matching, and rural grants. These grants are to improve and expand prehospital emergency medical services in the state.

The Bureau of Emergency Medical Oversight, Grants Section, announced that EMS Matching Grant proposals for fiscal year 2026-27. Proposals will be accepted from August 1, 2025, through 11:59 pm EST, November 30, 2025.

The City is submitting an application for funding for the 2026-27 EMS Matching Grant for the amount of $20,275.76 for the purchase of two LUCAS CPR devices.

The requested grant funding for the project is up to $20,275.76 with a local match of approximately $20,275.76.

How will this affect city programs or services?

The City of Boynton Beach is committed to the safety of its residents and first responders. The purchase of CPR devices will enhance emergency response capabilities, improve patient outcomes during cardiac emergencies, and strengthen the Fire Department’s life-saving services.

Account Line Item and Description: Grant accounts.

Fiscal Impact:

The Ems Grant offered by the Florida Department of Health is expected to fund $20,275.76 (50%) of the total project.

Attachments:
R25-277 Agenda_Item_3803-2025_Resolution_for_EMS_Grant.docx
Atachment 1- EMS Grant Application.pdf
Atachment 2- EMS Grant Guidelines.pdf

RESOLUTION NO. R25-277

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 2026-27 EMS MATCHING GRANT OFFERED BY THE FLORIDA DEPARTMENT OF HEALTH IN THE AMOUNT OF $20,275.76, AND IF AWARDED, AUTHORIZE THE CITY TO ACCEPT THE GRANT AND EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT; AND FOR ALL OTHER PURPOSES.

WHEREAS, Section 401.113, Florida Statutes, gives the Florida Department of Health authority to dispense funds contained in the Emergency Medical Services (EMS) Trust Fund for matching and rural grants. These grants are to improve and expand prehospital emergency medical services in the state; and

WHEREAS, the Bureau of Emergency Medical Oversight, Grants Section, announced that EMS Matching Grant proposals are being accepted for the fiscal year 2026-27. Proposals will be accepted from August 1, 2025, through 11:59 pm EST on November 30, 2025; and

WHEREAS, the City is applying for funding for the 2026-27 EMS Matching Grant for the amount of $20,275.76 for the purchase of two LUCAS CPR devices; and

WHEREAS, the requested grant funding for the project is up to $20,275.76 with a local match of approximately $20,275.76; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to authorize the City's application for the 2026-27 EMS Matching Grant offered by the Florida Department of Health in the amount of $20,275.76 for FY 2025-2026, and if awarded, authorize the City to accept the Grant and execute all future documents associated with the grant.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the City's application for the 2026-27 EMS Matching Grant offered by the Florida

Department of Health in the amount of $20,275.76 for FY 2025-2026, and if awarded, authorize the City to accept the Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor to execute the Grant application, and if awarded, the Grant Agreement, and any other document associated with applying for and accepting the Grant that does not otherwise increase the financial obligations of the City, subject to the approval of the City Attorney's Office.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-277

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

ReadyOp

2026-27 EMS Matching Grant Proposal

Florida Department of Health - Bureau of Emergency Medical Oversight

EMS Matching Grant Proposal

Applicants MUST fill out all sections of the proposal to be accepted for review.

Note: If a section does not apply to your eligibility group as defined in Section 401.113, Florida Statute (F.S.), you may simply proceed to the next applicable section. A save function is available within the portal, allowing you to draft your proposal and return to complete it within 30 days of the original creation date.

All rural eligible applicants will be considered for the 25% matching grant category if they are not awarded pursuant to section 401.113, (2)(b), F.S.

Type of Matching Grant Requested

○ Rural ○ Urban

Organization Information

The following organizations may submit an application pursuant to 401.113(b) F.S., local agencies, municipalities, emergency medical services organizations, and youth athletic organizations.

1. Organization Name

Federal Tax ID Number (Nine Digit Number)

3 Digit Sequence Code

2. Grant Signer

The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application.

Name

Position Title

Address

City | **State** | **Zip Code** | **County**

Florida

Telephone | **E-Mail Address**

+1 555-555-5555

3. Contact Person

The individual with direct knowledge of the project on a day-to-day basis and the responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.

Name | **Position Title**

Address

City | **State** | **Zip Code** | **County**

Florida

Telephone | **E-Mail Address**

+1 555-555-5555

4. Type of Eligibile Entity

- ○ Local EMS Agency (Government Entities)
- ○ EMS Organizations (Pursuant to 401.107(3))
- ○ Municipalities (Police, Volunteer agencies, etc.)
- ○ Youth Athletic Organizations (Pursuant to 401.107(6))

5. Legal Status of Applicant Organization (Select only one response)

- ○ Private Not for Profit [Attach documentation-501(c)(3)]
- ○ Private for Profit
- ○ City/Municipality/Town/Village
- ○ County

State

Other (specify):

Other

6. EMS License Number (If Applicable)

Type of Service

Transport Non-Transport Both

7. Number of permitted vehicles by type (If Applicable)

Duel (ALS & BLS)

BLS Transport

ALS Non-Transport

ALS Transport

8. Number of Stations (If Applicable)

9. Number of fully equipped and staffed units available for service during the following

Daytime Hours

Nighttime Hours

10. Call Volume (Fire/EMS)

911 Transports

911 Non-Transports

Interfacility Transports

Interfacility Non-Transports

11. Call Volume (Other Organizations)

Medical Aid Rendered

12. Population and County Demographics

County Square Miles

Service Area Square Miles

Full Time Resident Population

Seasonal Population

13. Medical Director of Licensed EMS Provider

If this project is approved, I attest that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all EMS education in this project.

☐ I attest that this project is not a duplication of efforts that has been submitted in prior years.

Name of Medical Director

EMS Agency Affiliation

Choose ONE of the following outcomes that match your project and answer below.

A. Outcome For Projects That Provide or Effect Direct Services To Emergency Victims: This may include vehicles, medical and rescue equipment, communications, navigation, dispatch, and all other things that impact upon on-site treatment, rescue, and benefit of emergency victims at the emergency scene. A) Quantify what the situation has been in the most recent 12 months for which you have data (include the dates). The strongest data will include numbers of deaths and injuries during this time. B) In the 12 months after this project's resources are on-line, estimate what the numbers you provided under the preceding "(A)" should become. C) Justify and explain how you derived the numbers in (A) and (B), above. D) What other outcome of this project do you expect? Be quantitative and explain the derivation of your figures. E) How does this integrate into your agency's five-year plan?

B. Outcome For Training Projects: This includes training of all types for the public, first responders, law enforcement personnel, EMS, and other healthcare staff: A) How many people received the training this project proposes in the most recent 12-month time period for which you have data (include the dates). B) How many people do you estimate will successfully

complete this training in the 12 months after training begins? C) If this training is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the training and project what the data should be in the 12 months after the training. D) Explain the derivation of all figures. E) How does this integrate into your agency's five-year plan?

C. Outcome For Other Projects: This includes quality assurance, management, administrative, and other. Provide numeric data in your responses, if possible, that bear directly upon the project and emergency victim deaths, injuries, and/or other data. Include the following. A) What has the situation been in the most recent 12 months for which you have data (include the dates)? B) What will the situation be in the 12 months after the project services are on-line? C) If this project is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the project and what the data should be in the 12 months after the project. D) Explain the derivation of all numbers. E) How does this integrate into your agency's five-year plan?

D. Outcome for Research and Evaluation Justification Summary: A) Justify the need for this project as it relates to EMS. B) Identify (1) location and (2) population to which this research pertains. C) Among population identified in 14 (B) above, specify a past time frame, and provide the number of deaths, injuries, or other adverse conditions during this time that you estimate the practical application of this research will reduce (or positive effect that it will increase). D) (1) Provide the expected numeric change when the anticipated findings of this project are placed into practical use. (2) Explain the basis for your estimates. E) State your hypothesis. F) Provide the method and design for this project. G) Attach any questionnaires or involved documents that will be used. H) If human or other living subjects are involved in this research, provide documentation that you will comply with all applicable federal and state laws regarding research subjects. I) Describe how you will collect and analyze the data.

Required Documentation

Please download the templates below and complete the required fields.

Budget and Timeline Template	**Required Questions Template**
Matching Grant Timeline and Budget.xlsm	EMS Matching Grant Questions.pdf

Budget and Timeline Upload (Required)

Choose File | No file chosen

Questions Upload (Required)

Choose File | No file chosen

Scan and Upload ALL Quotes Obtained for Purchases.

Important: A minimum of **three (3) quotes per item requested** is required for submission, approval, and review. Applications that do not include three quotes per item will be considered **incomplete.** All quotes must be scanned and uploaded as **a single document** for review.

Choose File | No file chosen

Signature

I am aware that any omissions, falsification, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and, on any attachments, are true, correct, complete, and made in good faith.

Clear Signature

Additional Comments or Questions

Additional Attachment (Optional)

Choose File | No file chosen

Additional Attachment (Optional)

Choose File | No file chosen

Additional Attachment (Optional)

Choose File | No file chosen

Additional Attachment (Optional)

Choose File | No file chosen

Create Draft

Submit

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Emergency Medical Services Grants

Emergency Medical Services Grants
850-245-4440 (tel:850-245-4440)
EMSGrants@FLHealth.gov (mailto:EMSGrants@FLHealth.gov)

Section 401.113, Florida Statutes, gives the Florida Department of Health authority to dispense funds contained in the Emergency Medical Services (EMS) Trust Fund to counties through county, matching, and rural grants. These grants are to improve and expand prehospital emergency medical services in the state.

Funds deposited into the EMS Trust Fund are dispensed annually as follows:

County Disbursements
Forty-five percent of the monies are divided among Florida's 67 counties according to the proportion of the combined amount deposited in the trust fund from the county. These funds may not be used to match grant funds.

Matching/Rural Grants
Forty percent of the monies are available to local agencies, municipalities, emergency medical services organizations, and youth athletic organizations for the purpose of conducting research, increasing existing levels of emergency medical services, evaluation, community education, injury-prevention programs, and training in cardiopulmonary resuscitation and other lifesaving and first aid techniques.

- **Matching Grants:** Ninety percent of the monies are available on a cash matching basis. Matching grants are contingent upon the recipient providing a cash sum equal to 25% of the total grant amount approved by the Department. For example, if an agency is awarded $10,000, the Department would provide $7,500 (75%) to the agency and the recipient's required contribution would be $2,500 (25%).
- **Rural Grants:** Ten percent of the monies are available to rural EMS agencies. These monies may also be used for improvement, expansion, or continuation of services provided. and may require up to a 10% match.

Fiscal Year 2025-26 EMS County Funds

Paragraph (a) of Subsection 401.113(2), Florida Statutes (http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0401/Sections/0401.113.html)

ANNOUNCEMENT: Fiscal Year 2025-26 EMS county funds will be distributed directly to each county's Board of County Commissioners by direct disbursement. This process does not require counties to submit a grant application or a Board of County Commissioners resolution.

EMS county funds will be distributed quarterly. Once the Board of County Commissioners receives the funds, they will have the authority to distribute the funds as they see fit to improve and enhance prehospital care in their jurisdiction.

Reporting Requirements: Counties will **NOT** be required to submit quarterly and final reports to the Department regarding EMS county funds received through this process. Record-keeping

for these funds will be solely the responsibility of the recipient.

Fiscal Year 2026-27 EMS Matching/Rural Grants

Paragraph (b) of Subsection 401.113(2), Florida Statutes (http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0401/Sections/0401.113.html)

ANNOUNCEMENT: The Fiscal Year 2026-27 EMS matching grant cycle opens on August 1, 2025, and closes on November 30, 2025, 11:59 p.m. EST.

Submit your proposal using one of the following methods:

- **Online:** EMS Matching Grant Portal (https://bemo.readyop.com/fs/4d6M/448fb150)
- **Email:** EMSGrants@FLHealth.gov (mailto:EMSGrants@FLHealth.gov?subject=FY 2026-27 EMS Matching Grant Proposal)
- **Mail:** Florida Department of Health, EMS Grants, 4052 Bald Cypress Way, Bin A-22, Tallahassee, FL 32399

Post-Execution Forms

Please use the following forms when submitting quarterly reports or change requests:

- Expenditure Report (_documents/expenditure-report.doc)
- Change Request Form (_documents/change-request.pdf)

Last Modified Date: Sep 19, 2025 2:58 PM

Last Reviewed Date: Sep 19, 2025, 2:58 PM

Connect with DOH

FEATURED PROGRAMS

HealthiestWeight (https://www.healthiestweightflorida.com/)

Tobacco Free Florida (https://www.tobaccofreeflorida.com/)

Florida Health Across the State

State Surgeon General (/about/ssg/index.html)

State Leadership (/about/ssg/leadership/index.html)

Boards, Councils & Committees (/provider-and-partner-resources/advisory-councils-stakeholder-groups/index.html)

About Florida Health (/about/index.html)

Accreditation (/about/accreditation/index.html)

Careers (/about/careers/index.html)

Public Meeting Notices (/about/sunshine-info/public-meeting-notices/index.html)

Public Notices (/about/sunshine-info/public-notices/index.html)

Public Records Requests (/about/sunshine-info/public-records-requests/index.html)

State Health Improvement Plan (https://floridaship.org/?utm_source=flhealth.gov%26utm_medium=text_linkredirect%26utm_campaign=ship_sha%26utm

Annual Regulatory Plans—Florida Department of Health (pdf) (/_documents/annual-regulatory-plan-fdoh.pdf)

Annual Regulatory Plans—Boards (pdf) (/_documents/annual-regulatory-plan-boards.pdf)

Certificates and Registries (/certificates/index.html)

Birth Certificates (/certificates/certificates/birth/index.html)

Death Certificates (/certificates/certificates/death/index.html)

Divorce Certificates (/certificates/certificates/divorce/index.html)

Marriage Certificates (/certificates/certificates/marriage/index.html)

(/index.html)

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Commission Meeting Minutes.

Requested Action: Approve minutes from the September 18, 2025 City Commission/CRA Joint Meeting, and the City Commission Meeting and Second Budget Hearing.

Explanation of Request: The City Commission met on September 18, 2025 City Commission/CRA Joint Meeting, and the City Commission Meeting and Second Budget Hearing and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved, and maintained in the records of the City of Boynton Beach.

How will this affect city programs or services? A record of the actions taken by the City Commission will be maintained as a permanent record.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget from this item.

Attachments:
September 18, 2025 City Commission and CRA Joint Meeting.docx
September 18, 2025 City Commission Meeting and 2nd Budget Hearing Minutes.docx

Minutes of the City Commission/CRA Joint Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Thursday, September 18, 2025, at 6:30 P.M.

Present:

Chair Rebecca Shelton
Vice Chair Woodrow Hay
Board Member Aimee Kelley
Board Member Thomas Turkin
Board Member Angela Cruz

Tim Tack, Acting Executive Director
Katherine Rossmell, Board Counsel
Maylee De Jesús, City Clerk

1. Call to Order

Chair Shelton called the meeting to order at 5:30 P.M.

2. Invocation

The Invocation was given by Board Member Hay.

3. Pledge of Allegiance

Board Member Kelley led the Pledge of Allegiance to the Flag.

4. Roll Call

Maylee De Jesús, City Clerk, called the roll. A quorum was present.

5. Agenda Approval

A. Additions, Deletions, Corrections to the Agenda

B. Adoption of Agenda

Motion:
Board Member Turkin moved to approve the Agenda as amended. Board Member Cruz seconded the motion. The motion passed unanimously.

6. Legal

There were none.

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

Board Members had nothing to disclose.

8. Public Comments

Chair Shelton opened public comment.

Cindy Falco DiCorrado stated that she was not aware of road work scheduled at 1 A.M. and said that there should have been notification. She described the building under construction on Ocean Avenue as a monstrosity and asked if discussion of the mural would take place now or later.

Joanna Frasier asked if there were any plans for Northeast 10th Avenue.

Chair Shelton asked Ms. Frasier to provide her contact information to staff.

Elizabeth Rowe asked about the plan for the boat ramp and whether there would be a different entrance. She inquired if drainage work would be completed at the end of Oak Street and noted that FPL cable lines were signed for, but questioned if they would be installed. She also raised concerns about parking, stating that some people pay to park in areas reserved for vehicles with trailers, and asked if this restriction could be reconsidered.

There were no virtual comment.

Chair Shelton closed public comment.

9. New Business

A. Discussion and Consideration of a CRA Waterfront Plan

Mr. Tack stated that the September 9, 2025, CRA Board Meeting, the Boynton Beach CRA Board requested a Special Joint Meeting of the CRA Board and the City of Boynton Beach Commission to discuss a CRA waterfront plan.

Board Member Turkin stated the City Commission meeting would follow at 6:00 P.M., and requested dialogue to incorporate this item into the City's Master Plan in coordination with the CRA. He said he was seeking consensus and suggested holding a community workshop.

Board Member Kelley asked what typically occurs with public workshops.

Mr. Tack explained the process and confirmed that items could be highlighted in the Master Plan.

Board Member Kelley expressed support.

Vice Chair Hay asked why this was the first time he had heard about the plan.

Board Member Turkin responded that the City Commission had voted unanimously to review Economic Development and that this discussion was a formal follow-up.

There was consensus to hold a community workshop.

B. Discussion and Consideration of Commercial Industrial Development and Land Acquisition Planning

Mr. Tack stated that at the September 9, 2025 CRA Board Meeting, the Board requested a Special Joint Meeting with the City Commission to discuss commercial and industrial development and land acquisition planning.

Board Member Cruz stated that the CRA had received multiple land offers from residents and noted that land acquisition for parking structures was also under consideration.

Board Member Turkin said the discussion should tie into the strategic and CRA plans. He noted contracts nearing completion, including one for Oak Street, and recommended a workshop to better coordinate with the City.

Chair Shelton agreed that a workshop was needed to consolidate information.

Deputy City Manager Mack asked when the workshop should be scheduled.

Board Member Cruz suggested the end of the year.

Mr. Tack recommended January or May.

Board Member Turkin requested an earlier date given pending contracts.

Board Member Kelley stated that the workshop should be held separately from a City Commission meeting and that staff should prepare discussion points.

Vice Chair Hay requested a date before mid-November.

Deputy City Manager Mack suggested Saturday, November 8.

There was consensus to hold a joint workshop prior to mid-November, with staff to finalize the date and prepare discussion items.

C. Discussion and Consideration of the City Procurement Policy

Ms. Rossmell explained that the CRA operates under the City's procurement policy and requested a waiver of one section of the policy. She asked if a waiver was possible.

Andrew Rozwadowski, Procurement Division Director, confirmed it was.

Ms. Rossmell stated that they had been searching for a headhunter for the Executive Director position since October 10, 2023 and had received only one individual and one corporate response. She requested a waiver from the procurement process to move forward.

Board Member Kelley stated that a decision was needed soon.

Motion:

Board Member Kelley moved to waive the procurement process. Board Member Turkin seconded the motion.

Board Member Cruz opposed waiving the process. She said she was not opposed to moving forward with a candidate but needed more time to review, noting 24 hours was not sufficient.

Board Member Turkin stated he took his due diligence seriously and emphasized the effort made in the search for an Executive Director. He noted the CRA had been seeking leadership for two years and that this was not a new issue.

Ms. Rossmell described options available if the process was not waived.

Board Member Kelley said a presentation could still be held but might not resolve the issue.
Ms. Rossmell said the RFP could be reviewed that night or at the next meeting.

Vice Chair Hay said he also received the material only recently and felt the process was being rushed. He said he was not ready to decide that night but would be prepared at the next meeting.

Chair Shelton said the search had been open for two years but the applicants lacked qualifications.

Ms. Rossmell said the motion was premature, and Board Member Turkin withdrew the motion.

Board Member Turkin reiterated his support for moving forward, calling it a great opportunity.

Ms. Rossmell outlined available options.

Board Member Kelley said she was comfortable giving members more time to review.

Chair Shelton suggested the City Commission revisit the issue.

Motion:

Board Member Turkin moved to continue the RFP process, have the presentation on October 7th, and make a decision that night, and continue the discussions with the current candidate. Board Member Cruz seconded the motion. In a roll call vote, the **motion** passed unanimously. (4-0)

D. Discussion and Consideration of the Executive Director Position

Motion:

Board Member Turkin moved to table Item 9D. Board Member Kelley seconded the motion. In a roll call vote, the **motion** passed unanimously. (4-0)

10. Future Agenda Items

11. Adjournment

There being no further business to discuss, the meeting was adjourned at 6:26 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____
Maylee De Jesus, MPA, MMC
City Clerk

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Thursday, September 18, 2025, at 6:30 P.M.

Present:

Mayor Rebecca Shelton
Vice Mayor Woodrow L. Hay
Commissioner Angela Cruz
Commissioner Thomas Turkin
Commissioner Aimee Kelley

Andrew Mack, Deputy City Manager
Shawna Lamb, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order

Mayor Shelton called the meeting to order at 6:36 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll.

Invocation by Vice Mayor Woodrow Hay.

Commissioner Turkin asked for a moment of silence for Charlie Kirk.

The invocation was given by Vice Mayor Hay.

Pledge of Allegiance to the Flag led by Commissioner Kelley.

The Pledge of Allegiance was led by Commissioner Kelley.

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

Motion:
Commissioner Kelley moved to approve the agenda. Commissioner Turkin seconded the motion. The motion passed unanimously.

2. Other

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

Commissioner Cruz stated that she had a disclosure that she spoke to the PBA.

Vice Mayor Hay reported that he attending the IEDC Conference, where both the CRA

and the City were recognized.

Commissioner Kelley stated that she and Commissioner Cruz attended a Habitat for Humanity welcome home event for a local Veteran and said that it was a great event.

Commissioner Turkin addressed the recent tragedy of the assassination of Charlie Kirk. He stated that a local school member compared Charlie Kirk to Adolf Hitler, which he said was unacceptable and better left unsaid. He commended those who put compassion before politics.

B. Proposed Resolution No. R25-243- Authorizing the Annual Comprehensive Fee Schedule Rate Changes for Fiscal Year 2025-2026.

Anthony Davidson, Deputy Finance Director, stated there were few changes from the previous year. He noted an increase in golf course memberships, adjustments to recreation and park refundable security deposits, a $1.50 increase in sanitation rates, and minor changes to compact dumpster rates.

Vice Mayor Hay stated that he had visited the Links Golf Course recently and asked if a canvas could be added to the platform.

Andrew Mack, Deputy City Manager, said that it was something that could be considered.

Commissioner Turkin asked about parking fees near City Hall and referenced an error.

Deputy City Manager Mack explained that with ongoing construction, his division released a plan before it was reviewed. He stated that the matter would return to the City Commission and confirmed that there were no parking charge changes at present.

Commissioner Turkin also noted that the Harvey Oyer Park pass had been reduced.

Motion:
Vice Mayor Hay moved to approve Resolution No. R25-243. Commissioner Turkin seconded the motion. The motion passed unanimously.

C. Proposed Resolution No. R25-231- Authorizing the City Commission to set rates, fees, and charges for Water, Wastewater, Stormwater, and Reuse Water, for the upcoming Fiscal Year 2025-26 and adopting preliminary rates through 2028-2029. - (Tabled from 9/2)

Dr. Poonam Kalkat, Utilities Director, stated that the City had worked with the rate consultant to assess needs and had reached the point where investment was necessary. She said that affordability was being considered and noted that programs were in place for residents needing assistance. She added that City rates remained among the lowest in the County, and she commended Commissioners who had toured the plants, encouraging others to do so.

Mayor Shelton asked about an incident two weeks earlier.

Dr. Kalkat explained that it was caused by a Delray Beach worker.

Mayor Shelton stated that the City would work on improving emergency notifications for residents.

Dr. Kalkat said that flyers and other processes were being developed for future communication.

Vice Mayor Hay asked if the issue, which only affected areas east of I-95, was tied to the east water plant.

Dr. Kalkat confirmed that it was related to the plant closest to the affected area.

Motion:
Commissioner Kelley moved to approve Resolution No. R25-231. Commissioner Cruz seconded the motion. The motion passed 4-1 with Commissioner Turkin dissenting.

D. Public Hearing and Approval of Proposed Resolution No. R25-244- A Resolution of the City of Boynton Beach, Florida Adopting a Final Millage Rate for the City's General Operating Fund for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026, Providing that the Final Millage Rate of 7.7500 Mills is 5.06% Above the Rolled-Back Rate of 7.3764 Mills; Providing For Severability, Conflicts, and Providing an Effective Date. Public Hearing and Approval of Proposed Resolution No. R25-245- A Resolution of the City of Boynton Beach, Florida, Adopting a Final Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Providing for Severability, Conflicts, and an Effective Date.

City Clerk De Jesús read the resolution titles into the record.

Mayor Shelton passed the gavel to Vice Mayor Hay and departed the dais.

Fabio Baca, Budget Division Director, stated that the only change was the millage rate previously decided by the City Commission.

Commissioner Turkin said that he preferred reducing the rate further to 7.70 mills.

Vice Mayor Hay opened public comment .

Cindy Falco DiCorrado stated she agreed with Commissioner Turkin, noting her bills had increased and that the City could do better.

Mayor Shelton returned to the dais.

Mayor Shelton closed public comment.

Motion:
Commissioner Cruz moved to approve Resolution No. R25-244 establishing a reduced millage rate of 7.75 mills (down from 7.8 mills). Commissioner Kelley seconded the motion.

Mayor Shelton opened public comment for R25-245, no one came forth to speak, so she closed public comment.

Motion:
Commissioner Turkin moved approval of Resolution No. R25-245, adopting the final budget. Vice Mayor Hay seconded. The motion passed unanimously.

3. Announcements, Community and Special Events and Presentations

A. Proclamation-Alzheimer's Awareness Month

Commissioner Cruz read the proclamation into the record.

Nina Sharpe thanked the Commission for raising awareness of Alzheimer's and noted that the walk on November 22 at Dreher Park.

Laura Sandler explained that the yellow flower represents caregivers, and the orange flower represents a world without Alzheimer's.

Stephanie Park said that the purple flower represents those who passed away, and the blue flower represents those living with the disease.

Commissioner Cruz stated that she was passionate about the cause because her grandmother died of Alzheimer's.

4. Public Audience

Gary Fillwebber stated that he had a program for employers that would provide employee benefits and tax savings. He said that he would like to follow up and return to present further.

David Katz spoke about the Senior Prom and said that it was a great event. He also commented on advisory board appointments and noted that some appointees were not City residents.

Emily Ryan asked for an update on the plaza between Lake Street.

Dina Knight requested more information about annexation and its benefits.

Susanne Calera also asked about annexation and stated that residents had concerns and wanted more information.

Kathy Gross said that annexation would affect her significantly. She stated that property values would change with a zip code change and added that her intracoastal property would face higher millage rates.

Steve Gallagher stated that he opposed annexation and said that residents had received no information.

Cindy Falco DiCorrado stated that she lived in a single-family home outside an HOA and felt that they were being harassed. She said that Charlie Kirk was a shining star and suggested that a mural be created to honor him.

Ernest Mignoli stated that his development was chaotic with crimes, and that residents could not get help from the City. He accused City employees of making deals with developers and raised concerns about drugs, violence, and gang association.

5. Administrative

A. Advisory Board Appointments.

Motion:
Commissioner Kelley moved to untable the appointments to the Advisory Board Appointments, except for the Historic Resources Preservation Board. Commissioner Cruz seconded the motion. The motion passed unanimously.

Vice Mayor Hay asked if someone living outside the City could be appointed.

City Attorney Lamb stated that waivers were available.

Motion:
Mayor Shelton moved to approve Robin Kurtzman as a Regular Member of the Art Advisory Board. Commissioner Kelley seconded the motion. The motion passed unanimously.

Motion:
Commissioner Kelley moved to approve Johanna Zehenter as an Alternate Member of the Art Advisory Board. Commissioner Cruz seconded the motion. The motion passed unanimously.

Motion:
Vice Mayor Hay moved to table the appointment for the Regular Member of the Building Board of Adjustment and Appeals. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:
Vice Mayor Hay moved to approve Charlotte Novak as a Regular Member of the Senior Advisory Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:
Mayor Shelton moved to approve Mark Stephenson as a Regular Member of the Senior Advisory Board. Commissioner Cruz seconded the motion. The motion passed unanimously.

B. Community Support Funds.

Commissioner Kelley spoke about her Community Support Funds and the Knox Box Program.

Mayor Shelton mentioned her Community Support Funds.

Vice Mayor Hay also spoke about his Community Support Funds.

Motion:
Commissioner Turkin moved to approve the Community Support Funds. Commissioner Cruz seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Proposed Resolution No. R25-246- Ratification of FY 25-26 CRA Budget.

B. Proposed Resolution No. R25-247- Authorization to Reduce Allowance for Uncollectible Accounts and Accounts Receivable for FY2025 Write-Off Process.

C. Proposed Resolution No. R25-248- Approval of Memorandum of Understanding (MOU) with Solid Waste Authority of Palm Beach County (SWA) for Authorization & Use of Debris Management Site.

D. Proposed Resolution No. R25-249- Approving the Settlement Agreement and Full and Final General Release in the matter of Lawrence Michael Shramko v. City of Boynton Beach, et al., totaling $150,000.

E. Proposed Resolution No. R25-250- Approve Interlocal agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for funding for the purchase and development of the property located at 670 Oaks Street.

F. Proposed Resolution No. R25-251- Accept the Fiscal Year 2025-2026 State Aid to Libraries Grant from the State of Florida Department of Library in the amount of $37,844 and authorize the Mayor to execute all future documents

associated with the grant that do not increase the financial obligations of the City, subject to the approval of the City Attorney.

G. Proposed Resolution No. R25-252- Authorize the City to apply to the 2026-2027 Florida Recreation Development Assistance Program (FRDAP) by the Florida Department of Environmental Protection in the amount of $200,000 for renovations to hydro tennis courts, and if awarded, authorize the City to accept the Grant, and authorize the City Manager to execute all future documents associated with the grant that do not increase the City's financial obligations, subject to the approval of the City Attorney.

H. Proposed Resolution No. R25-253- Approving a Joint Use Lease Agreement between the City and New Cingular Wireless PCS, LLC for Use of Property to Install Personal Wireless Services Facilities to replace the existing 320-foot public safety cell tower at 515 NW 14th Court with a new 325-foot public safety cell tower, and approving a Memorandum of Agreement between the City and New Cingular Wireless PCS, LLC.

I. Proposed Resolution No. R25-254- Approve and ratify the Collective Bargaining Agreements between the Palm Beach County Police Benevolent Association Police Officers & Detectives and the City. Proposed Resolution No. R25-255- Approve and ratify the Collective Bargaining Agreements between the Palm Beach County Police Benevolent Association Police Sergeants and the City. Proposed Resolution No. R25-256- Approve and ratify the Collective Bargaining Agreements between the Palm Beach County Police Benevolent Association Police Captains and the City.

J. Proposed Resolution No. R25-258- Approve the adoption of amended "Exhibit A" to the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach CRA for funding construction and professional services.

K. FY2024-25 Financial/Budget Status Report for General Fund and Utility Fund Year-End at June, 2025.

Motion:
Commissioner Kelley moved to approve the Consent Agenda. Commissioner Turkin seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases

A. Proposed Resolution No. R25-257- Authorizing the City Manager to execute the renewal of the City's insurance policies for property, liability, automobile, and workers' compensation coverage with Preferred Governmental Insurance Trust (PGIT) through Insurance Broker Brown & Brown for the policy term beginning October 1, 2025, and ending September 30, 2026.

B. Proposed Resolution No. R25-259- Approve Task Order No. 01-2025STM with Murphy Pipeline Contractors, LLC to perform pre-chlorinated pipe bursting of potable water mains in Boynton Beach Leisureville for $949,894, with an additional 10% contingency in the amount of $94,989.40 for unforeseen conditions, for a total not to exceed amount of $1,044,883.40. Additionally, approve a budget transfer to allocate sufficient funding for this project.

C. Proposed Resolution No. R25-260- Approving Amendment No. 2, a Limited Term Extension, to the Agreement between the City of Boynton Beach and Star Controls, Inc., for Supervisory Control and Data (SCADA) in an amount not to exceed $150,000.

D. Proposed Resolution No. R25-261- Approving a Change Order to Purchase Order No. 251732, increasing the total amount payable from $81,931.52 to $139,222.10 for the purchase of three Lucas Chest Compression Systems from Stryker Medical ProCare Services.

E. Proposed Resolution No. R25-262- Approve a Piggyback Agreement between the City and Waterfield Florida Staffing, LLC D/B/A Action Labor Management for School Crossing Guard Services and authorize the Mayor to execute any renewals without further commission approval for an annual expenditure of $450,000.

F. Proposed Resolution No. R25-263- Approve revenue sharing lease agreement between City of Boynton Beach and FM Tennis LLC DBA FM Tennis Performance center to operate and manage the Boynton Beach Tennis and Pickleball center located at 3111 South Congress Avenue.

G. Proposed Resolution No. R25-264- Ratify an increase of Annual Expenditure Authority for A & Associates Temporary Labor Services from $200,000 to $220,000 annually.

H. Approve the annual expenditure and authorize the Mayor to sign the renewal amendments for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities as described in Exhibit A for September 16, 2025 - "Request for Extensions and/or Piggybacks."

Commissioner Cruz requested to pull Item 7B and requested an overview.

Vice Mayor Hay requested to pull Item 7E.

Commissioner Kelley requested to pull Item 7F.

Motion:
Commissioner Turkin moved to approve the remainder of Consent Bids and Purchases.

Commissioner Cruz seconded the motion. The motion passed unanimously.

7B. Proposed Resolution No. R25-259- Approve Task Order No. 01-2025STM with Murphy Pipeline Contractors, LLC to perform pre-chlorinated pipe bursting of potable water mains in Boynton Beach Leisureville for $949,894, with an additional 10% contingency in the amount of $94,989.40 for unforeseen conditions, for a total not to exceed amount of $1,044,883.40. Additionally, approve a budget transfer to allocate sufficient funding for this project.

Dr. presented the Project Area.

Motion:
Commissioner Cruz moved to approve Resolution No. R25-258. Commissioner Turkin seconded the motion. The motion passed unanimously.

7E. Proposed Resolution No. R25-262- Approve a Piggyback Agreement between the City and Waterfield Florida Staffing, LLC D/B/A Action Labor Management for School Crossing Guard Services and authorize the Mayor to execute any renewals without further commission approval for an annual expenditure of $450,000.

Vice Mayor Hay stated that the City had not forgotten about the crossing guards and expressed hope that recent changes would help attract additional staff. He said he was pleased with the improvements.

Deputy City Manager Mack spoke about the piggyback arrangement and noted it would increase pay for crossing guards.

Commissioner Turkin departed the dais at approximately 7:39 P.M.

Motion:
Vice Mayor Hay moved to approve Resolution No. R25-262. Commissioner Cruz seconded the motion. The motion passed 4-0. Commissioner Turkin was absent from the dais.

7F. Proposed Resolution No. R25-263- Approve revenue sharing lease agreement between City of Boynton Beach and FM Tennis LLC DBA FM Tennis Performance center to operate and manage the Boynton Beach Tennis and Pickleball center located at 3111 South Congress Avenue.

Commissioner Kelley asked about the benefits of the Tennis Center.

Fabien Desrouleaux, Recreation and Parks Director, reviewed the following: Scope of Service; Key Terms; Financials; Next Steps; and Questions.

Commissioner Kelley asked about future fees.

Commissioner Turkin returned to the dais at 7:48 P.M.

Mr. Desrouleaux stated the fees would remain the same for now to keep the program affordable

Motion:
Commissioner Kelley moved to approve Resolution No. R25-263. Commissioner Turkin seconded the motion. The motion passed unanimously.

8. Public Hearing

City Clerk De Jesús swore in those intending to speak.

A. Proposed Ordinance No. 25-023- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions"; and amending Chapter 3 "Zoning," Article IV (4) "Use Regulations," Section 3 "Use Regulations"; to allow accessory residential agricultural uses in R-1-AAB on properties larger than .90 acres; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

City Clerk De Jesús read the title into the record.

Amanda Radigan, Planning and Development Director, presented CDRV 28-008 and provided recommendations.

Commissioner Kelley asked for clarification and stated that this was to retain property rights.

Ms. Radigan confirmed and said that it would allow one of the annexation properties to retain those rights.

Motion:
Commissioner Turkin moved to approve Ordinance No. 25-023 on First Reading. Commissioner Cruz seconded the motion. In a Roll call vote, the motion passed unanimously.

B. Proposed Ordinance No. 25-019- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 4.61 Acres of Unincorporated Territory Into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective

Date.

Mayor Shelton stated that Items 8B-F would be heard together.

City Clerk De Jesús read the titles of Items 8B–F into the record.

Mayor Shelton stated that regarding Items 8B, C, D, E, and F, she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Commissioner Turkin stated that regarding Items 8B, C, D, E, and F, he had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Kelley stated that regarding Items 8B, C, D, E, and F, she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Vice Mayor Hay stated that regarding Items 8B, C, D, E, and F, he had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Cruz stated that regarding Items 8B, C, D, E, and F, she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Ms. Radigan presented information on Bamboo Lane, including maps, comparisons, one property on septic, proposed FLUM amendments and rezoning, commercial and residential property designations, and staff recommendations. She also addressed millage rates.

Vice Mayor Hay asked how the proposal would affect population.

Ms. Radigan stated that there were about 15 parcels but no headcount.

Commissioner Turkin noted the City’s Police coverage per square mile and asked if

residents would continue paying the library assessment.

Ms. Radigan confirmed that they would not.

Commissioner Turkin said that this meant residents would pay less overall.

Ms. Radigan stated that it depended on homestead status, noting that the City was roughly even with the County.

Vice Mayor Hay said that it seemed like a win-win, emphasizing public safety.

Commissioner Kelley noted resident concerns about losing homestead exemptions.

Ms. Radigan confirmed that exemptions transfer and services would switch immediately.

Commissioner Cruz asked how many properties were on septic.

Ms. Radigan stated that all but one were on City sewer. She said that Utilities had spoken with the remaining property owner, and conversion would be costly.

Commissioner Cruz asked for a plan moving forward for any properties on septic.

Ms. Radigan said that Utilities was already pursuing conversions outside annexation.

Dr. Kalkat added that Utilities worked with all septic properties in their service area, though grants to offset costs were difficult to obtain.

Commissioner Cruz asked about a lift station and requested a plan of action.

Dr. Kalkat confirmed that there is a lift station already there, and spoke about commitment to septic conversions, coordination with the County, and noted environmental issues.

Mayor Shelton opened public comment.

Kathy Gross stated that she owned the property on septic and mentioned that she was seeking quotes for City connection, and had not received assistance.

Steve Gallagher stated that he opposed annexation, claimed residents were forced to sign paperwork and threatened with water shutoffs, and said that their system was downhill from sewer lines, with no benefit.

Suzanne Calvera asked why the annexation was considered voluntary rather than involuntary.

Mario DeStefanos asked about the purpose of annexation if a new firehouse would be closer and questioned the use of such information as benefits.

Mayor Shelton closed public comment.

Motion:
Vice Mayor Hay moved to approve Ordinance No. 25-019 on First Reading. Commissioner Turkin seconded the motion. In a roll call vote, the motion passed unanimously.

C. Proposed Ordinance No. 25-024- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for a parcel of real property by changing the future land use classification from Palm Beach County's Commercial High with an underlying MR-5 (CH/5) to City of Boynton Beach's Low Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Mayor Shelton opened public comment, and no one came forth to speak, so she closed public comment.

Motion:
Commissioner Kelley moved to approve Ordinance No. 25-024 on First Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

D. Proposed Ordinance No. 25-025- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Bamboo Lane annexation, amending Ordinance No. 02-013 to rezone a parcel of real property generally located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway, from Palm Beach County's General Commercial (CG) to City of Boynton Beach's Community Commercial District (C-3); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Mayor Shelton opened public comment, and no one came forth to speak, so she closed public comment.

Motion:
Vice Mayor Hay moved to approve Ordinance No. 25-025 on First Reading. Commissioner Turkin seconded the motion. In a roll call vote, the motion passed unanimously.

E. Proposed Ordinance No. 25-026- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach,

Florida, for a parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Mayor Shelton opened public comment.

Kathy Gross spoke about being able to change her property and the land use.

Mayor Shelton closed public comment.

Motion:
Vice Mayor Hay moved to approve Ordinance No. 25-026 on First Reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

F. Proposed Ordinance No. 25-027- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Bamboo Lane annexation, amending Ordinance No. 02-013 to rezone a parcel of real property generally located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway, from Palm Beach County's Multi-Family Residential (RM) to City of Boynton Beach's Two-Family Residential District (R-2); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Mayor Shelton opened public comment, and no one came forth to speak, so she closed public comment.

Ms. Radigan clarified the rezoning.

Motion:
Commissioner Turkin moved to approve Ordinance No. 25-027 on First Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

G. Proposed Ordinance No. 25-020- First Reading, An Ordinance of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 27.97 Acres of Unincorporated Territory into the Corporate Limits of the City pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with

the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.

Mayor Shelton stated that Items 8G-K would be heard together.

City Clerk De Jesús read the titles of Items 8G–K into the record.

Commissioner Cruz stated that regarding Items 8G, H, I, J, and K, she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Vice Mayor Hay stated that regarding Items 8G, H, I, J, and K, he had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Mayor Shelton stated that regarding Items 8G, H, I, J, and K, she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Commissioner Kelley stated that regarding Items 8G, H, I, J, and K, she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Commissioner Turkin stated that regarding Items 8G, H, I, J, and K, he had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Planning and Development Director Amanda Radigan presented the Palmyra Annexation, including the location map, contiguity map, annexation background, comparisons, proposed FLUM amendments and rezoning, current land use of MR-5 under Palm Beach County, proposed land use of LDR under the City of Boynton Beach, current and proposed zoning, and staff recommendations.

Mayor Shelton opened public comment.

Suzanne Calvera stated that property taxes would increase because the City’s millage

rate is higher. She said that services from the County are adequate, that the City's services would be spread thin with new areas, and that she does not see any benefits.

Dana Knights stated that there are pros and cons on both sides. She requested a clear and transparent transition plan be delivered to residents and said more information is needed.

Mayor Shelton closed public comment.

Motion:

Commissioner Turkin moved to approve Ordinance No. 25-020 on First Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

H. Proposed Ordinance No. 25-028- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for an approximately 27.04 acre parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Mayor Shelton opened public comment, and no one came forth to speak, so she closed public comment.

Motion:
Commissioner Turkin moved to approve Ordinance No. 25-028 on First Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

I. Proposed Ordinance No. 25-029- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Bamboo Lane annexation, amending Ordinance No. 02-013 to rezone a parcel of real property generally located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway, from Palm Beach County's Multi-Family Residential (RM) to City of Boynton Beach's Two-Family Residential District (R-2); declaring the proposed amendment to be consistent with the comprehensive plan of the city; providing for severability, conflicts, and providing for an effective date.

Mayor Shelton opened public comment, and no one came forth to speak, so she closed public comment.

Motion:
Commissioner Turkin moved to approve Ordinance No. 25-029 on First Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

J. Proposed Ordinance No. 25-030- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for an approximately 0.93 acre parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Mayor Shelton opened public comment, and no one came forth to speak, so she closed public comment.

Motion:
Commissioner Turkin moved to approve Ordinance No. 25-030 on First Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

K. Proposed Ordinance No. 25-031- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Palmyra annexation, amending Ordinance No. 02-013 to rezone an approximately 0.93 acre parcel of real property from Palm Beach County's Agricultural Residential (AR) to City of Boynton Beach's Single Family Residential District (R-1-AAB); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Mayor Shelton opened public comment.

Joe Calvera joined virtually and was sworn in. He stated that he was opposed to the annexation of their neighborhood. He said there were no benefits to joining the City and that residents should be allowed to vote on the matter.

Mayor Shelton closed public comment.

Motion:
Commissioner Turkin moved to approve Ordinance No. 25-031 on First Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

Commissioner Kelley clarified for the record that she walks by the neighborhood every day and was confused as to why it had not been part of the City earlier. She said that she was happy to speak with anyone who had concerns.

9. City Manager's Report

There was no City Manager's Report.

10. Regular Agenda

None.

11. Future Agenda Items

A. Discussion regarding creating a beautification board. - TBD Requested by Commissioner Turkin.

B. Discussion regarding Citywide Master Plan to light up the City.- TBD Requested by Commissioner Turkin.

C. Discussion on utility lift station upgrades and odor control - TBD Requested by Vice Mayor Hay.

D. Discussion in regards to an additional area that might be available as a future cemetery.- TBD. Requested by Vice Mayor Hay.

E. Discussion regarding combining City properties together to create senior affordable housing.- Pending Joint Meeting with the CRA. Requested by Vice Mayor Hay.

F. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- Pending meeting with Commissioner Cruz. Requested by Commissioner Cruz.

G. Discussion regarding the expansion of ShotSpotter south of Boynton Beach Boulevard.- TBD. Requested by Commissioner Thomas Turkin.

H. Update on the City's Strategic Planning efforts. - TBD Update requested by Commission Woodrow Hay.

I. Discussion regarding bulk trash pickup. - TBD Discussion requested by Commissioner Angela Cruz.

J. Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks. – TBD. Requested by Commissioner Cruz.

K. Follow-up report on the State of Florida DOGE request.- TBD. Staff will provide

an update to the City Commission regarding the State of Florida DOGE request.

L. Discussion regarding having a Legislative Action workshop by the Commission. -TBD. Requested by Commissioner Turkin.

12. Adjournment

Motion:

Commissioner Turkin moved to Adjourn. Vice Mayor Hay seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting is adjourned at 9:00 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____

Maylee De Jesus, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Approve the annual expenditure and authorize the Mayor to sign the renewal amendments for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities as described in Exhibit A for October 21, 2025 - " Request for Extensions and/or Piggybacks."

Requested Action: Staff recommends approval of this expenditure and execution of renewal amendments.

Explanation of Request: As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as a result of formal solicitations; and to piggyback governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to the Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewal amendments and the anticipated expenditure by reducing the paperwork of processing each renewal amendment and/or extension individually and summarizing the information in Exhibit A (as required).

VENDOR (S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
East Coast Mulch	Mulch	Piggyback SE Florida Governmental Purchasing Cooperative Group Bid No E-28-23 COBB No. PW24-016	September 26, 2025 - September 25, 2026	Annual Estimated Expenditure $150,000

How will this affect city programs or services? The renewal(s) will be used for those solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions as the initial award.

Budgeted Item: Yes

Account Line Item and Description: See attached Bid and Piggyback Report - Exhibit A.

Fiscal Impact: Funds have been budgeted under line items and noted in the attached Exhibit A.

Attachments:
Amendment Request for Bid Extensions - October 21 2025 Report - Exhibit A.docx
E-28-23 - East Coast Mulch - Mulch-Renewal -2 Co-op Package 2.7% Increase
Mulch Agenda Item - 11-7-2023.pdf
E-28-23_Renewal_-1_East_Coast_Mulch.pdf
E-28-23_Tabulation_Renewal-1. Mulch
Commission Agenda - September 23 2024.pdf

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS OVER $100,000
October 21, 2025

REQUESTING DEPARTMENT: ***PUBLIC WORKS – PARKS & GROUNDS***
DEPARTMENT CONTACT: ***Maurice Permenter***
TERM: ***September 26, 2025, to September 25, 2026***
SOURCE FOR PURCHASE: ***City Piggyback off SE FL Governmental Purchasing Cooperative Group - Lead Agency City of Pompano Beach Bid No E-28-23 – City of Boynton Beach No. PG24-016***
ACCOUNT NUMBER(S): ***001-2730-572.46-98***
VENDOR(S): ***East Coast Mulch***
ANNUAL ESTIMATE: ***$100,000***

DESCRIPTION:
On November 7, 2023, City Commission approved the annual expenditure for East Coast Mulch based on the SE Governmental Purchasing Cooperative Group Contract No. E-28-23 for East Coast Mulch for parks, medians, playgrounds, and various city buildings/facilities. The initial bid term was for one (1) year with four (4) additional one-year renewal options. This will be the 2nd renewal. The vendor has agreed to renew for a one-year renewal from September 26, 2025, through September 25, 2026.

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 info@nigpsefl.org for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. E-28-23

Description/Title: Mulch

Initial Contract Term: Start Date: 09/26/2023 End Date: 09/25/2024

Renewal Terms of the Contract: 4 (No. of Renewals) Renewal Options for 1-year (Period of Time)

Renewal No. 1 Start Date: 09/26/2024 End Date: 09/25/2025

Renewal No. 2 Start Date: 09/26/2025 End Date: 09/25/2026

Renewal No. ____ Start Date: ____ End Date: ____

Renewal No. ____ Start Date: ____ End Date: ____

SECTION #1 VENDOR AWARD

Vendor Name: Advanced Mulch, Inc. [Decline to renew for Item K]

Vendor Address: PO Box 32943, Palm Beach Gardens, FL 33420

Contact: Dawn Corrado, Vice President

Phone: 561-691-4737 Fax: ____

Cell/Pager: 561-722-1880 Email Address: dawncorrado@advancedmulch.com

Website: www.advancedmulch.com FEIN: 65-0916255

VENDOR AWARD

Vendor Name: Eastcoast Mulch [Items (Broward: A, B, J, L, M, N) (Miami-Dade: D, K, M)]

Vendor Address: PO Box 1352, Jupiter, FL 33468 - [(Items (Palm Beach: A, B, D, J, L, M, N)]

Contact: George Henry, Director of Operations/Vice President

Phone: 561-627-5539 Fax: 561-972-7637

Cell/Pager: 561-262-0075 Email Address: rcmr@comcast.net

Website: www.eastcoastmulch.com FEIN: 65-0876231

VENDOR AWARD

Vendor Name: FWR, LLC [Items (Broward: C, E, F, G) (Miami-Dade: A, B, C, E, F, G)]
Vendor Address: 9651 NW 89 Avenue, Medley, FL 33178 - [(Items (Palm Beach.: C, E, F)]
Contact: Harvey Schneider, Manager, Gene Advincula, Sales Representative
Phone: 305-805-0033 Fax: 305-805-0034
Cell/Pager: 786-512-0860 Email Address: harveyfloridawood@gmail.con
Website: geneadvincula13@gmail.com FEIN: 48-1263292

VENDOR AWARD

Vendor Name: IAMWHOIAM, LLC [Items (Broward: H, I)
Vendor Address: 425 SE 1st Street, # 1001, Pompano Beach, FL 33060
Contact: Danielle Rhoden, President, Corey Williams, Contact
Phone: 305-527-9776 Fax:
Cell/Pager: 305-527-9776 Email Address: iamwhoiamcompany@gmail.c
Website: FEIN: 87-71728889

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: 09/26/2023 Resolution/Agenda Item No.: 09/26/2023 #2
Insurance Required: Yes X No
Performance Bond Required: Yes No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Pompano Beach
Agency Address: 1190 NE 3rd Avenue, Bldg. C, Pompano Beach, FL. 33060
Agency Contact: Jeff English Email purchasing@copbfl.com
Telephone: 954-786-4099 Fax: 954-786-4168

City of Pompano Beach, Purchasing Division
1010 N.E. 3rd Avenue
Pompano Beach, Florida, 33060

July 29, 2025

George Henry, Director of Operations
East Coast Mulch
PO Box 1352
Jupiter, Florida 33468

Via Email: rcmr@comcast.net and Facsimile: (561) 277-9491

Dear Mr. Henry,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the Renewal 1 prices, terms, and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew, you must return this form to the Purchasing Division (fax 954-786-4168) by August 4, 2025. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786 - 4099. This renewal will be for one year from September 26, 2025, to September 25, 2026.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

✓ I hereby agree to a one-year extension of the subject contract. 4 CPI increase as attached.

____ I am unable to provide a one-year extension of the subject contract.

R. H. Bowden 7-30-2025

Signature Date

Raymond R. Bowden

Name (print)

D. Basis of Award

Bidders may bid on any or all items. The primary Contract award will be made to the lowest responsive and responsible Bidder per item or per geographic group, or both, whichever is in the best interest of the City and Cooperative. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. Alternate awards will be made to the other responsive and responsible Bidders per item or per geographic group, or both, to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. The City reserves the right to award by item with or without geographic group distinction. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Consumer Price Index (CPI), starting within most recent twelve (12) month period. It is the Contractor's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-28-23 pages 23 through 29 will be considered yearly on the Contract commencement anniversary date. For any adjustment to be considered, the Contractor's request for adjustment shall be submitted no less than ninety (90) calendar days prior to the anniversary date. The Contractor's adjustment request must not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the Contract with the Contractor based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Contractors' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Contractor is prohibited

Google

Sign in

[redacted]

AI Mode | All | News | Images | Short videos | Shopping | Videos | Forums | Web | Ma

AI Overview +2

The most recent Consumer Price Index (CPI) data, for June 2025, indicates a **2.7% increase** [redacted]. This is up from a 2.4% increase for the 12 months ending in May. The CPI for all items less food and energy rose by 2.9% over the past 12 months, while shelter prices increased by 3.8%.

Show more

Bureau of Labor Statistics (.gov)
https://www.bls.gov

Consumer Price Index Summary - 2025 M06 Results

The all items index rose 2.7 percent for the 12 months ending June, after rising 2.4 percent over the 12 months ending May. The all items less food and energy ...

U. S. city average, by | CPI supplemental files page | U. S. city average, by detailed... | U. S

People also ask

What is the CPI forecast for 2025?

What is the CPI for June 2025?

City of Pompano Beach, Purchasing Division
1010 N.E. 3rd Avenue
Pompano Beach, Florida, 33060

June 6, 2024

Harvey Schneider, Manager
FWR, LLC
9651 NW 89th Avenue
Medley, FL 33178

Via Facsimile: (305) 805-0034 and Email: harveyfloridawood@gmail.com

Dear Mr. Schneider,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms, and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew, you must return this form to the Purchasing Division (fax 954-786-4168) by August 4, 2025. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786 - 4099. This renewal will be for one year from September 26, 2025, to September 25, 2026.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

____ I hereby agree to a one-year extension of the subject contract.

____ I am unable to provide a one-year extension of the subject contract.

Signature

7/30/25
Date

Harvey Schneider
Name (print)

City of Pompano Beach, Purchasing Division
1010 N.E. 3rd Avenue
Pompano Beach, Florida, 33060

July 24, 2025

Danielle Rhoden, President
IAMWHOIAM, LLC
425 SE 1st Street, # 1001
Pompano Beach, FL 33060

Via Email iamwhoiamcompany@gmail.com

Dear Ms. Rhoden,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms, and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew, you must return this form to the Purchasing Division (fax 954-786-4168) by August 4, 2025. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786 - 4099. This renewal will be for one year from September 26, 2025, to September 25, 2026.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

X I hereby agree to a one-year extension of the subject contract.

_____ I am unable to provide a one-year extension of the subject contract.

_____ 07/30/2025
Signature Date

Danielle Rhoden
Name (print)

Event Number	E-28-23
Event Title	MULCH
Event Type	ITB
Issue Date	9/8/2023 12:32:19 AM (ET)
Close Date	9/14/2023 02:00:00 PM (ET)

Responding Supplier	City	State	Response Submitted	Lines Responded
FWR,LLC	Medley	FL	9/14/2023 01:41:58 PM (ET)	17
East Coast Mulch	Jupiter	FL	9/13/2023 11:03:10 AM (ET)	*
Advanced Mulch, Inc.	Palm Beach Gardens	FL	9/13/2023 12:30:11 PM (ET)	**
IAMWHOIAM, LLC	Pompano Beach	FL	9/14/2023 01:44:19 PM (ET)	33

*Pursuant to E-28-23 Section F - Cost Adjustment, a 2.7% price increase from 2025 to 2026 was permitted, as the year-on-year CPI was

**Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		ADVANCED MULCH INC**		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
1	**Group 1: Broward County**	1	EA								
1.1	Item A: Mulch, bulk, delivered, red	2507	CY	30.00	$75,210.00	$28.56	$71,599.92	**	**	$35.50	$88,998.50
1.2	Item B: Mulch, bulk, delivered, brown	5650	CY	30.00	$169,500.00	$28.56	$161,364.00	**	**	$35.50	$200,575.00
1.3	Item C: Mulch, bulk, delivered, gold	168	CY	31.80	$5,342.40	$34.91	$5,864.88	**	**	$35.50	$5,964.00
1.4	Item E: Mulch, bagged, delivered, red	17000	bags	2.50	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
1.5	Item F: Mulch, bagged, delivered, brown	6040	bags	2.50	$15,100.00	No Bid		No Bid		$3.35	$20,234.00
1.6	Item G: Mulch, bagged, delivered, gold	3000	bags	2.50	$7,500.00	No Bid		No Bid		$3.35	$10,050.00
1.7	Item H: Mulch, bagged, delivered, Melaleuca	21270	bags	No Bid		No Bid		No Bid		$3.35	$71,254.50
1.8	Item I: Mulch, rubber, bagged, delivered, supersacks	30	each	No Bid		No Bid		No Bid		$1,000.00	$30,000.00
1.9	Item J: Engineered wood fiber, bulk, installed per cubic yards	6580	CY	No Bid		$50.77	$334,066.60	No Bid		$152.50	$1,003,450.00
1.10	Item K: Playground safety wood chips, bulk, installed per cubic yards	6020	cy	No Bid		No Bid		**	**	$152.50	$918,050.00
1.11	Item L: mulch, bulk, installed, red, per cubic yard	20020	CY	No Bid		$31.73	$635,234.60	**	**	$105.00	$2,102,100.00
1.12	Item M: mulch, bulk, installed, brown, per cubic yard	5400	CY	No Bid		$31.73	$171,342.00	**	**	$105.00	$567,000.00
1.13	Item N: mulch, bulk, installed, gold, per cubic yard	2550	CY	No Bid		$31.73	$80,911.50	**	**	$105.00	$267,750.00

*Pursuant to E-28-23 Section F - Cost Adjustment, a 2.7% price increase from 2025 to 2026 was permitted, as the year-on-year CPI was 2.7%.

**Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		ADVANCED MULCH INC		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
2	**Group 2: Miami-Dade County**	1	EA								
2.1	Item A: Mulch, bulk, delivered, red	100	CY	$30.00	$3,000.00	$37.02	$3,702.00	No Bid		$35.50	$3,550.00
2.2	Item B: Mulch, bulk, delivered, brown	900	CY	$30.00	$27,000.00	$37.02	$33,318.00	No Bid		$35.50	$31,950.00
2.3	Item C: Mulch, bulk, delivered, gold	100	CY	$30.00	$3,000.00	$44.43	$4,443.00	No Bid		$35.50	$3,550.00
2.4	Item D: Mulch, bulk, delivered, Melaleuca	4066	CY	No Bid		$37.02	$150,523.32	No Bid		$40.50	$164,673.00
2.5	Item E: Mulch, bagged, delivered, red	17000	bags	$2.50	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
2.6	Item F: Mulch, bagged, delivered, brown	8440	bags	$2.50	$21,100.00	No Bid		No Bid		$3.35	$28,274.00
2.7	Item G: Mulch, bagged, delivered, gold	1000	bags	$2.50	$2,500.00	No Bid		No Bid		$3.35	$3,350.00
2.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	550	cy	No Bid		$79.34	$43,637.00	**	**	$155.00	$85,250.00
2.9	Item M: mulch, bulk, installed, brown, per cubic yard	500	CY	No Bid		$74.05	$37,025.00	No Bid		$105.00	$52,500.00

*Pursuant to E-28-23 Section F - Cost Adjustment, a 2.7% price increase from 2025 to 2026 was permitted, as the year-on-year CPI was 2.7%.

**Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		Advanced Mulch Inc**		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
3	**Group 3: Palm Beach County**	1	EA								
3.1	Item A: Mulch, bulk, delivered, red	11300	CY	$32.00	$361,600.00	$28.56	$322,728.00	**	**	$35.50	$401,150.00
3.2	Item B: Mulch, bulk, delivered, brown	800	CY	$32.00	$25,600.00	$28.56	$22,848.00	**	**	$35.50	$28,400.00
3.3	Item C: Mulch, bulk, delivered, gold	15000	CY	$32.00	$480,000.00	$37.02	$555,300.00	**	**	$35.50	$532,500.00
3.4	Item D: Mulch, bulk, delivered, Melaleuca	1000	CY	No Bid		$28.56	$28,560.00	No Bid		$40.50	$40,500.00
3.5	Item E: Mulch, bagged, delivered, red	1660	bags	$2.70	$4,482.00	No Bid		No Bid		$3.35	$5,561.00
3.6	Item F: Mulch, bagged, delivered, brown	2160	bags	$2.70	$5,832.00	No Bid		No Bid		$3.35	$7,236.00
3.7	Item J: Engineered wood fiber, bulk, installed per cubic yard	5700	CY	No Bid		$50.77	$289,389.00	No Bid		$155.00	$883,500.00
3.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	800	cy	No Bid		No Bid		**	**	$155.00	$124,000.00
3.9	Item L: mulch, bulk, installed, red, per cubic yard	5000	cy	No Bid		$31.73	$158,650.00	**	**	$102.50	$512,500.00
3.10	Item M: mulch, bulk, installed, brown, per cubic yard	1500	CY	No Bid		$31.73	$47,595.00	**	**	$105.00	$157,500.00
3.11	Item N: mulch, bulk, installed, gold, per cubic yard	50	CY	No Bid		$40.20	$2,010.00	**	**	$105.00	$5,250.00

*Pursuant to E-28-23 Section F - Cost Adjustment, a 2.7% price increase from 2025 to 2026 was permitted, as the year-on-year CPI was 2.7%.

**Advanced Mulch declined to renew.

Lines	Attribute Name	FWR,LLC	East Coast Mulch*	Advanced Mulch, Inc.	IAMWHOIAM, LLC
1	Delivery Time After Receipt of Order	10	4	7	3
2	Additional Items at Awarded Contract Price	90	4	7	60
3	Extension of prices, terms and conditions to other governmental entities	Yes	Yes	Yes	Yes
4	Conflict of Interest	No	No	No	No
5	Drug-Free Workplace	Yes	Yes	Yes	Yes
6	Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount)	Certified	Certified	Certified	Certified
7	Acknowledgement of Addenda	Yes	Yes	Yes	Yes
8	Terms & Conditions	Agree	Agree	Agree	Agree
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 100 yard min	60 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards

*Pursuant to E-28-23 Section F - Cost Adjustment, a 2.7% price increase from 2025 to 2026 was permitted, as the year-on-year CPI was 2.7%.

**Advanced Mulch declined to renew.

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 info@nigpsefl.org for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. E-28-23

Description/Title: Mulch

Initial Contract Term: Start Date: 09/26/2023 End Date: 09/25/2024

Renewal Terms of the Contract: 4 (No. of Renewals) Renewal Options for 1-year (Period of Time)

Renewal No. 1 Start Date: 09/26/2024 End Date: 09/25/2025

Renewal No. 2 Start Date: 09/26/2025 End Date: 09/25/2026

Renewal No. ____ Start Date: ____ End Date: ____

Renewal No. ____ Start Date: ____ End Date: ____

SECTION #1 VENDOR AWARD

Vendor Name: Advanced Mulch, Inc. [Decline to renew for Item K]

Vendor Address: PO Box 32943, Palm Beach Gardens, FL 33420

Contact: Dawn Corrado, Vice President

Phone: 561-691-4737 Fax: ____

Cell/Pager: 561-722-1880 Email Address: dawncorrado@advancedmulch.com

Website: www.advancedmulch.com FEIN: 65-0916255

VENDOR AWARD

Vendor Name: Eastcoast Mulch [Items (Broward: A, B, J, L, M, N) (Miami-Dade: D, K, M)]

Vendor Address: PO Box 1352, Jupiter, FL 33468 - [(Items (Palm Beach: A, B, D, J, L, M, N)]

Contact: George Henry, Director of Operations/Vice President

Phone: 561-627-5539 Fax: 561-972-7637

Cell/Pager: 561-262-0075 Email Address: rcmr@comcast.net

Website: www.eastcoastmulch.com FEIN: 65-0876231

VENDOR AWARD

Vendor Name: FWR, LLC [Items (Broward: C, E, F, G) (Miami-Dade: A, B, C, E, F, G)]
Vendor Address: 9651 NW 89 Avenue, Medley, FL 33178 - [(Items (Palm Beach.: C, E, F)]
Contact: Harvey Schneider, Manager, Gene Advincula, Sales Representative
Phone: 305-805-0033 Fax: 305-805-0034
Cell/Pager: 786-512-0860 Email Address: harveyfloridawood@gmail.con
Website: geneadvincula13@gmail.com FEIN: 48-1263292

VENDOR AWARD

Vendor Name: IAMWHOIAM, LLC [Items (Broward: H, I)
Vendor Address: 425 SE 1st Street, # 1001, Pompano Beach, FL 33060
Contact: Danielle Rhoden, President, Corey Williams, Contact
Phone: 305-527-9776 Fax:
Cell/Pager: 305-527-9776 Email Address: iamwhoiamcompany@gmail.c
Website: FEIN: 87-71728889

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: 09/26/2023 Resolution/Agenda Item No.: 09/26/2023 #2
Insurance Required: Yes X No
Performance Bond Required: Yes No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Pompano Beach
Agency Address: 1190 NE 3rd Avenue, Bldg. C, Pompano Beach, FL. 33060
Agency Contact: Jeff English Email purchasing@copbfl.com
Telephone: 954-786-4099 Fax: 954-786-4168

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

June 6, 2024

Dawn Corrado, Vice President
Advanced Mulch, Inc.
PO Box 32943
Palm Beach Gardens, Florida 33420

Via Email: dawncorrado@advancedmulch.com and Facsimile: (561) 733-4115

Dear Ms. Corrado,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division (fax 954-786-4168) by June 20, 2024. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098. This renewal will be for one year from September 26, 2024 to September 25, 2025.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

____ I hereby agree to a one-year extension of the subject contract.

✓ I am unable to provide a one-year extension of the subject contract.

Dawn Corrado, V.P. — Signature

6/19/24 — Date

Dawn Corrado, V.P. — Name (print)

pompano beach
Florida's Warmest Welcome

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

June 6, 2024

George Henry, Director of Operations
East Coast Mulch
PO Box 1352
Jupiter, Florida 33468

Via Email: rcmr@comcast.net and Facsimile: ~~(561) 277 9491~~

Dear Mr. Henry,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division (fax 954-786-4168) by June 20, 2024. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098. This renewal will be for one year from September 26, 2024 to September 25, 2025.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

✓ I hereby agree to a one-year extension of the subject contract.* with CPI increase - 3% (See attached).

____ I am unable to provide a one-year extension of the subject contract.

George Henry
Signature

6/11/2024
Date

George Henry
Name (print)

D. Basis of Award

Bidders may bid on any or all items. The primary Contract award will be made to the lowest responsive and responsible Bidder per item or per geographic group, or both, whichever is in the best interest of the City and Cooperative. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. Alternate awards will be made to the other responsive and responsible Bidders per item or per geographic group, or both, to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. The City reserves the right to award by item with or without geographic group distinction. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Consumer Price Index (CPI), starting within most recent twelve (12) month period. It is the Contractor's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-28-23 pages 23 through 29 will be considered yearly on the Contract commencement anniversary date. For any adjustment to be considered, the Contractor's request for adjustment shall be submitted no less than ninety (90) calendar days prior to the anniversary date. The Contractor's adjustment request must not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the Contract with the Contractor based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Contractors' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Contractor is prohibited

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.4 percent over the last 12 months to an index level of 313.548 (1982-84=100). For the month, the index increased 0.4 percent prior to seasonal adjustment. May 15, 2024

https://www.bls.gov › cpi PDF

Consumer Price Index - April 2024 - Bureau of Labor Statistics

MORE RESULTS

What is the current CPI%?

What is the current inflation rate today?

Here's Why It Matters. Inflation increased 3.4% in April 2024 from a year ago. Understanding what inflation is, why it matters and how to handle it can help when making financial decisions. May 15, 2024

https://www.nerdwallet.com › article

The Current Inflation Rate is 3.4%. Here's Why It Matters - NerdWallet

pompano beach
Florida's Warmest Welcome

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

June 6, 2024

Harvey Schneider, Manager
FWR, LLC
9651 NW 89th Avenue
Medley, FL 33178

Via Facsimile: (305) 805-0034 and Email: harveyfloridawood@gmail.com

Dear Mr. Schneider,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division (fax 954-786-4168) by June 20, 2024. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098. This renewal will be for one year from September 26, 2024 to September 25, 2025.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

X I hereby agree to a one-year extension of the subject contract.

____ I am unable to provide a one-year extension of the subject contract.

Signature

6/7/24
Date

HARVEY SCHNEIDER
Name (print)

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

June 6, 2024

Danielle Rhoden, President
IAMWHOIAM, LLC
425 SE 1st Street, # 1001
Pompano Beach, FL 33060

Via Email iamwhoiamcompany@gmail.com

Dear Ms. Rhoden,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division (fax 954-786-4168) by June 20, 2024. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098. This renewal will be for one year from September 26, 2024 to September 25, 2025.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

✓ I hereby agree to a one-year extension of the subject contract.

I am unable to provide a one-year extension of the subject contract.

Signature

06/12/24
Date

Danielle Rhoden
Name (print)

Event Number	E-28-23
Event Title	MULCH
Event Type	ITB
Issue Date	9/8/2023 12:32:19 AM (ET)
Close Date	9/14/2023 02:00:00 PM (ET)

Responding Supplier	City	State	Response Submitted	Lines Responded
FWR,LLC	Medley	FL	9/14/2023 01:41:58 PM (ET)	17
East Coast Mulch	Jupiter	FL	9/13/2023 11:03:10 AM (ET)	*
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IAMWHOIAM, LLC	Pompano Beach	FL	9/14/2023 01:44:19 PM (ET)	33

***Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

****Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		ADVANCED MULCH INC**		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
1	**Group 1: Broward County**	1	EA								
1.1	Item A: Mulch, bulk, delivered, red	2507	CY	30.00	$75,210.00	$27.81	$69,719.67	**	**	$35.50	$88,998.50
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1.3	Item C: Mulch, bulk, delivered, gold	168	CY	31.80	$5,342.40	$33.99	$5,710.32	**	**	$35.50	$5,964.00
1.4	Item E: Mulch, bagged, delivered, red	17000	bags	2.50	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
1.5	Item F: Mulch, bagged, delivered, brown	6040	bags	2.50	$15,100.00	No Bid		No Bid		$3.35	$20,234.00
1.6	Item G: Mulch, bagged, delivered, gold	3000	bags	2.50	$7,500.00	No Bid		No Bid		$3.35	$10,050.00
1.7	Item H: Mulch, bagged, delivered, Melaleuca	21270	bags	No Bid		No Bid		No Bid		$3.35	$71,254.50
1.8	Item I: Mulch, rubber, bagged, delivered, supersacks	30	each	No Bid		No Bid		No Bid		$1,000.00	$30,000.00
1.9	Item J: Engineered wood fiber, bulk, installed per cubic yards	6580	CY	No Bid		$49.44	$325,315.20	No Bid		$152.50	$1,003,450.00
1.10	Item K: Playground safety wood chips, bulk, installed per cubic yards	6020	cy	No Bid		No Bid		**	**	$152.50	$918,050.00
1.11	Item L: mulch, bulk, installed, red, per cubic yard	20020	CY	No Bid		$30.90	$618,618.00	**	**	$105.00	$2,102,100.00
1.12	Item M: mulch, bulk, installed, brown, per cubic yard	5400	CY	No Bid		$30.90	$166,860.00	**	**	$105.00	$567,000.00
1.13	Item N: mulch, bulk, installed, gold, per cubic yard	2550	CY	No Bid		$30.90	$78,795.00	**	**	$105.00	$267,750.00

***Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

****Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		ADVANCED MULCH INC		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
2	**Group 2: Miami-Dade County**	1	EA								
2.1	Item A: Mulch, bulk, delivered, red	100	CY	$30.00	$3,000.00	$36.05	$3,605.00	No Bid		$35.50	$3,550.00
2.2	Item B: Mulch, bulk, delivered, brown	900	CY	$30.00	$27,000.00	$36.05	$32,445.00	No Bid		$35.50	$31,950.00
2.3	Item C: Mulch, bulk, delivered, gold	100	CY	$30.00	$3,000.00	$43.26	$4,326.00	No Bid		$35.50	$3,550.00
2.4	Item D: Mulch, bulk, delivered, Melaleuca	4066	CY	No Bid		$36.05	$146,579.30	No Bid		$40.50	$164,673.00
2.5	Item E: Mulch, bagged, delivered, red	17000	bags	$2.50	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
2.6	Item F: Mulch, bagged, delivered, brown	8440	bags	$2.50	$21,100.00	No Bid		No Bid		$3.35	$28,274.00
2.7	Item G: Mulch, bagged, delivered, gold	1000	bags	$2.50	$2,500.00	No Bid		No Bid		$3.35	$3,350.00
2.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	550	cy	No Bid		$77.25	$42,487.50	**	**	$155.00	$85,250.00
2.9	Item M: mulch, bulk, installed, brown, per cubic yard	500	CY	No Bid		$72.10	$36,050.00	No Bid		$105.00	$52,500.00

*****Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

******Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		Advanced Mulch Inc**		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
3	**Group 3: Palm Beach County**	1	EA								
3.1	Item A: Mulch, bulk, delivered, red	11300	CY	$32.00	$361,600.00	$27.81	$314,253.00	**	**	$35.50	$401,150.00
3.2	Item B: Mulch, bulk, delivered, brown	800	CY	$32.00	$25,600.00	$27.81	$22,248.00	**	**	$35.50	$28,400.00
3.3	Item C: Mulch, bulk, delivered, gold	15000	CY	$32.00	$480,000.00	$36.05	$540,750.00	**	**	$35.50	$532,500.00
3.4	Item D: Mulch, bulk, delivered, Melaleuca	1000	CY	No Bid		$27.81	$27,810.00	No Bid		$40.50	$40,500.00
3.5	Item E: Mulch, bagged, delivered, red	1660	bags	$2.70	$4,482.00	No Bid		No Bid		$3.35	$5,561.00
3.6	Item F: Mulch, bagged, delivered, brown	2160	bags	$2.70	$5,832.00	No Bid		No Bid		$3.35	$7,236.00
3.7	Item J: Engineered wood fiber, bulk, installed per cubic yard	5700	CY	No Bid		$49.44	$281,808.00	No Bid		$155.00	$883,500.00
3.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	800	cy	No Bid		No Bid		**	**	$155.00	$124,000.00
3.9	Item L: mulch, bulk, installed, red, per cubic yard	5000	cy	No Bid		$30.90	$154,500.00	**	**	$102.50	$512,500.00
3.10	Item M: mulch, bulk, installed, brown, per cubic yard	1500	CY	No Bid		$30.90	$46,350.00	**	**	$105.00	$157,500.00
3.11	Item N: mulch, bulk, installed, gold, per cubic yard	50	CY	No Bid		$39.14	$1,957.00	**	**	$105.00	$5,250.00

***Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

****Advanced Mulch declined to renew.

Lines	Attribute Name	FWR,LLC	East Coast Mulch*	Advanced Mulch, Inc.	IAMWHOIAM, LLC
1	Delivery Time After Receipt of Order	10	4	7	3
2	Additional Items at Awarded Contract Price	90	4	7	60
3	Extension of prices, terms and conditions to other governmental entities	Yes	Yes	Yes	Yes
4	Conflict of Interest	No	No	No	No
5	Drug-Free Workplace	Yes	Yes	Yes	Yes
6	Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount)	Certified	Certified	Certified	Certified
7	Acknowledgement of Addenda	Yes	Yes	Yes	Yes
8	Terms & Conditions	Agree	Agree	Agree	Agree
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 100 yard min	60 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards

*Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

**Advanced Mulch declined to renew.

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 info@nigpsefl.org for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. E-28-23

Description/Title: Mulch

Initial Contract Term: Start Date: 09/26/2023 End Date: 09/25/2024

Renewal Terms of the Contract: 4 (No. of Renewals) Renewal Options for 1-year (Period of Time)

Renewal No. 1 Start Date: 09/26/2024 End Date: 09/25/2025

Renewal No. 2 Start Date: 09/26/2025 End Date: 09/25/2026

Renewal No. ____ Start Date: ____ End Date: ____

Renewal No. ____ Start Date: ____ End Date: ____

SECTION #1 VENDOR AWARD

Vendor Name: Advanced Mulch, Inc. [Decline to renew for Item K]

Vendor Address: PO Box 32943, Palm Beach Gardens, FL 33420

Contact: Dawn Corrado, Vice President

Phone: 561-691-4737 Fax: ____

Cell/Pager: 561-722-1880 Email Address: dawncorrado@advancedmulch.com

Website: www.advancedmulch.com FEIN: 65-0916255

VENDOR AWARD

Vendor Name: Eastcoast Mulch [Items (Broward: A, B, J, L, M, N) (Miami-Dade: D, K, M)]

Vendor Address: PO Box 1352, Jupiter, FL 33468 - [(Items (Palm Beach: A, B, D, J, L, M, N)]

Contact: George Henry, Director of Operations/Vice President

Phone: 561-627-5539 Fax: 561-972-7637

Cell/Pager: 561-262-0075 Email Address: rcmr@comcast.net

Website: www.eastcoastmulch.com FEIN: 65-0876231

VENDOR AWARD

Vendor Name: FWR, LLC [Items (Broward: C, E, F, G) (Miami-Dade: A, B, C, E, F, G)]
Vendor Address: 9651 NW 89 Avenue, Medley, FL 33178 - [(Items (Palm Beach.: C, E, F)]
Contact: Harvey Schneider, Manager, Gene Advincula, Sales Representative
Phone: 305-805-0033 Fax: 305-805-0034
Cell/Pager: 786-512-0860 Email Address: harveyfloridawood@gmail.con
Website: geneadvincula13@gmail.com FEIN: 48-1263292

VENDOR AWARD

Vendor Name: IAMWHOIAM, LLC [Items (Broward: H, I)
Vendor Address: 425 SE 1st Street, # 1001, Pompano Beach, FL 33060
Contact: Danielle Rhoden, President, Corey Williams, Contact
Phone: 305-527-9776 Fax:
Cell/Pager: 305-527-9776 Email Address: iamwhoiamcompany@gmail.c
Website: FEIN: 87-71728889

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: 09/26/2023 Resolution/Agenda Item No.: 09/26/2023 #2
Insurance Required: Yes X No
Performance Bond Required: Yes No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Pompano Beach
Agency Address: 1190 NE 3rd Avenue, Bldg. C, Pompano Beach, FL. 33060
Agency Contact: Jeff English Email purchasing@copbfl.com
Telephone: 954-786-4099 Fax: 954-786-4168

Legislation Details (With Text)

File #:	23-750 **Version:** 1	**Name:**	
Type:	Approval Request / Consent Agenda	**Status:**	Passed
File created:	9/12/2023	**In control:**	City Commission
On agenda:	9/26/2023	**Final action:**	9/26/2023
Title:	Approval to award Invitation to Bid E-28-23, Mulch, to the lowest responsive and responsible bidders, Advanced Mulch, Inc., (Item K), and East Coast Mulch, (Items A, B, L, and M), for annual open-end contracts. The estimated annual cost to the City of Pompano Beach for mulch is $130,000.00. (Fiscal Impact: $130,000.00.)		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. Purchasing Memo 23-035.pdf, 2. Public Works Memorandum No. 23-024.pdf, 3. Bid Award Recommendation (Advanced Mulch, Inc.).pdf, 4. Bid Award Recommendation (East Coast Mulch).pdf, 5. E-28-23 Tabulation.pdf, 6. E-28-23 Mulch - Cooperative Bid.pdf		

Date	Ver.	Action By	Action	Result
9/26/2023	1	City Commission		

Approval to award Invitation to Bid E-28-23, Mulch, to the lowest responsive and responsible bidders, Advanced Mulch, Inc., (Item K), and East Coast Mulch, (Items A, B, L, and M), for annual open-end contracts. The estimated annual cost to the City of Pompano Beach for mulch is $130,000.00.
(Fiscal Impact: $130,000.00.)

(**Staff Contact:** Robert McCaughan)

Summary Explanation/Background:
The City of Pompano Beach (City) issued Invitation to Bid (ITB) E-28-23 to establish annual open-end contracts for the purchase of mulch products for grounds maintenance to be ordered as needed. Products included in the ITB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered or installed. The City of Pompano Beach issued this ITB as the lead agency for the South Florida Governmental Purchasing Cooperative, on behalf of the City and (20) twenty other governmental agencies. Primary bid award is recommended to the lowest responsive and responsible bidder per item as previously described. Alternate bid awards are recommended to the remaining responsive bidders and are to be used should the material be unavailable from the primary awardees. All awards are at the unit prices bid per item. Based upon the prices bid, and the City's portion of the estimated contract usage, annual expenditures for mulch products could total $130,000.00. The contract period is one year, commencing upon award by the Commission, with possible contract renewals as stated in the ITB specifications. City Commission approval is requested.

Origin of request for this action: Staff
Fiscal impact and source of funding: $130,000.00 in as-needed mulch purchases will be made from funds in account 001-3040-530.46-10 Repair and Maintenance / Land Building Improvements.

M E M O R A N D U M

Purchasing #23-035
September 14, 2023

To: Gregory P. Harrison, City Manager

Through: Carla R. Byrd, General Services Director

From: Jeffrey English, Purchasing Agent

Subject: Award E-28-23 Mulch Cooperative Invitation to Bid

Contract Need/Background

The City of Pompano Beach (City) issued Invitation to Bid (ITB) E-28-23 to establish contracts for the purchase of mulch products, to be ordered as needed. Products included in the ITB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered or installed. The City issued this ITB as the lead agency for the South Florida Governmental Purchasing Cooperative (Cooperative), on behalf of the City and twenty (20) other governmental agencies. Primary bid award is recommended to the lowest responsive and responsible bidder per item in a geographical group. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. The estimated quantities stated in the solicitation include anticipated requirements from all of the participating agencies, including the City.

The City's Public Works Department requires mulch on an ongoing basis for use in landscaping throughout the City. The City's Public Works Department recommends the primary contract be awarded to East Coast Mulch Corp., the lowest responsive and responsible bidder for items A, B, L, and M and to Advanced Mulch, Inc., the lowest responsive and responsible bidder for item K.

Alternate bid awards are recommended to the remaining responsive bidders and are to be used should the material be unavailable from the primary awardees. All awards are at the unit prices bid per item in its geographical group. It is anticipated that most orders will be placed with the primary contractor for each item to achieve the lowest cost to the City and Cooperative.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Public Works Department, the bid tabulation, and solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior solicitations, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of companies responding with complete bids 4

Advertising

The ITB was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The ITB was also posted in the City's eBid system for download by interested companies.

Funding

Based upon the unit prices bid, and the City's estimated usage, the City's annual expenditures for mulch products could total $130,000.00. City purchases will be made, as needed, from budgeted funds in account, 001-3060-530.46-10, Repair & Maintenance / Land Building Improvements.

Award Recommendation

It is recommended that a contract be awarded to the low bidder per item as the primary contractor as follows: East Coast Mulch Corp., (Items A, B, L, and M), and Advanced Mulch, Inc. Alternate awards are recommended to the second low bidders, as outlined on the bid tabulation to be used if the primary contractor is unable to supply the product.

enclosures

cc: File
Southeast Florida Governmental Purchasing Cooperative

pompano beach
Florida's Warmest Welcome

Phone: (954) 786-4107 **City of Pompano Beach** **Fax: (954) 786-4011**
Public Works Department

MEMORANDUM NO. 23-024

DATE: September 14, 2023

TO: Carla Byrd, General Services Director

FROM: Anthony Orlando: Grounds Operations Manager A.O.

Subject: Award Bid: ITB E-28-23 Mulch- bulk, bagged

On September 14th 2023, the City opened and received bids for the Mulch Cooperative Bid E-28-23. Primary bid award recommended to the low bidders per item and alternate bid awards to the remaining responsive bidders per item.

The ground maintenance Division utilizes over 5000 cubic yards of landscape mulch totaling approximately 130,000 dollars annually to control weeds along our highway median flowerbeds and throughout the City. By reducing lawn maintenance crew's time pulling weeds, continued usage of mulch will greatly increase the Grounds Maintenance Division's productivity.

The mulch will be funded from account number 001-3040-530-4610 Repairs & Maintenance / Lands, Buildings, & improvements. Please have the bid award recommendation for this project placed on the agenda at the next available commission meeting.

CC: Rob McCaughan, Director Public Works
Harold Beard, Assistant Director Public Works
Marlason Permenter Grounds Maintenance Supervisor

REQUEST FOR BID/QUOTE AWARD RECOMMENDATION FORM

From: Purchasing Division Public Works Date 9/14/2023

Department: 3040 Grounds Attn.: _____

Subject: Bid /Quote No. E-28-23 Item/service: Mulch Bid/ Item A, B, L, and M

Attached is the Bid/Quote Tabulation for subject item/service requisitioned by your department. Please complete this form in order Purchasing may complete the bid award. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt. If rejecting a low bidder you must explain your reason below, or in an attached memorandum.

1. SOURCE OF FUNDS:

Budgeted Code: 001-3040-530.46-10 Requisition #: _____

Title: Repair Maintenance/Land Building Improvemens

2. RECOMMENDATION:

(a) Which bidder do you recommend?

East Coast Mulch

(b) Is the recommended bid the lowest bid received?

Yes ☑ No ☐

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes ☑ No ☐ Not applicable for this bid ☐

Signature: Robert A. McCaughan Date: 9/14/2023

Title: Public Works Director

(Department Head or Authorized Representative)

REQUEST FOR BID/QUOTE AWARD RECOMMENDATION FORM

From: Purchasing Division Public Works Date 9/14/2023

Department: 3040 Grounds Attn.: _____

Subject: Bid /Quote No. E-28-23 Item/service: Mulch Bid/ Item K

Attached is the Bid/Quote Tabulation for subject item/service requisitioned by your department. Please complete this form in order Purchasing may complete the bid award. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt. If rejecting a low bidder you must explain your reason below, or in an attached memorandum.

1. SOURCE OF FUNDS:

Budgeted Code: 001-3040-530.46-10 Requisition #: _____

Title: Repair& Maintenance/Land Buildings Improvements

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Advanced Mulch Inc.

(b) Is the recommended bid the lowest bid received?

Yes ☑ No ☐

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes ☑ No ☐ Not applicable for this bid ☐

Signature: Robert Mark Caughan Date: 9/14/2023

Title: Public Works Director

(Department Head or Authorized Representative)

Event Number	E-28-23
Event Title	MULCH
Event Type	ITB
Issue Date	9/8/2023 12:32:19 AM (ET)
Close Date	9/14/2023 02:00:00 PM (ET)

Responding Supplier	City	State	Response Submitted	Lines Responded
FWR,LLC	Medley	FL	9/14/2023 01:41:58 PM (ET)	17
East Coast Mulch	Jupiter	FL	9/13/2023 11:03:10 AM (ET)	21
ADVANCED MULCH INC	PALM BEACH GARDENS	FL	9/13/2023 12:30:11 PM (ET)	15
IAMWHOIAM, LLC	Pompano Beach	FL	9/14/2023 01:44:19 PM (ET)	33

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	**Group 1: Broward County**	1	EA								
1.1	Item A: Mulch, bulk, delivered, red	2507	CY	30.00	$75,210.00	**$27.00**	$67,689.00	$30.00	$75,210.00	$35.50	$88,998.50
1.2	Item B: Mulch, bulk, delivered, brown	5650	CY	30.00	$169,500.00	**$27.00**	$152,550.00	$30.00	$169,500.00	$35.50	$200,575.00
1.3	Item C: Mulch, bulk, delivered, gold	168	CY	**31.80**	$5,342.40	$33.00	$5,544.00	$45.00	$7,560.00	$35.50	$5,964.00
1.4	Item E: Mulch, bagged, delivered, red	17000	bags	**2.50**	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
1.5	Item F: Mulch, bagged, delivered, brown	6040	bags	**2.50**	$15,100.00	No Bid		No Bid		$3.35	$20,234.00
1.6	Item G: Mulch, bagged, delivered, gold	3000	bags	**2.50**	$7,500.00	No Bid		No Bid		$3.35	$10,050.00
1.7	Item H: Mulch, bagged, delivered, Melaleuca	21270	bags	No Bid		No Bid		No Bid		**$3.35**	$71,254.50
1.8	Item I: Mulch, rubber, bagged, delivered, supersacks	30	each	No Bid		No Bid		No Bid		**$1,000.00**	$30,000.00
1.9	Item J: Engineered wood fiber, bulk, installed per cubic yards	6580	CY	No Bid		**$48.00**	$315,840.00	No Bid		$152.50	$1,003,450.00
1.10	Item K: Playground safety wood chips, bulk, installed per cubic yards	6020	cy	No Bid		No Bid		**$39.78**	$239,475.60	$152.50	$918,050.00
1.11	Item L: mulch, bulk, installed, red, per cubic yard	20020	CY	No Bid		**$30.00**	$600,600.00	$40.00	$800,800.00	$105.00	$2,102,100.00
1.12	Item M: mulch, bulk, installed, brown, per cubic yard	5400	CY	No Bid		**$30.00**	$162,000.00	$40.00	$216,000.00	$105.00	$567,000.00
1.13	Item N: mulch, bulk, installed, gold, per cubic yard	2550	CY	No Bid		**$38.00**	$96,900.00	$60.00	$153,000.00	$105.00	$267,750.00

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
2	**Group 2: Miami-Dade County**	1	EA								
2.1	Item A: Mulch, bulk, delivered, red	100	CY	**$30.00**	$3,000.00	$35.00	$3,500.00	No Bid		$35.50	$3,550.00
2.2	Item B: Mulch, bulk, delivered, brown	900	CY	**$30.00**	$27,000.00	$35.00	$31,500.00	No Bid		$35.50	$31,950.00
2.3	Item C: Mulch, bulk, delivered, gold	100	CY	**$30.00**	$3,000.00	$42.00	$4,200.00	No Bid		$35.50	$3,550.00
2.4	Item D: Mulch, bulk, delivered, Melaleuca	4066	CY	No Bid		**$35.00**	$142,310.00	No Bid		$40.50	$164,673.00
2.5	Item E: Mulch, bagged, delivered, red	17000	bags	**$2.50**	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
2.6	Item F: Mulch, bagged, delivered, brown	8440	bags	**$2.50**	$21,100.00	No Bid		No Bid		$3.35	$28,274.00
2.7	Item G: Mulch, bagged, delivered, gold	1000	bags	**$2.50**	$2,500.00	No Bid		No Bid		$3.35	$3,350.00
2.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	550	cy	No Bid		**$75.00**	$41,250.00	**$75.00**	$41,250.00	$155.00	$85,250.00
2.9	Item M: mulch, bulk, installed, brown, per cubic yard	500	CY	No Bid		**$70.00**	$35,000.00	No Bid		$105.00	$52,500.00

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
3	**Group 3: Palm Beach County**	1	EA								
3.1	Item A: Mulch, bulk, delivered, red	11300	CY	$32.00	$361,600.00	**$27.00**	$305,100.00	$30.00	$339,000.00	$35.50	$401,150.00
3.2	Item B: Mulch, bulk, delivered, brown	800	CY	$32.00	$25,600.00	**$27.00**	$21,600.00	$30.00	$24,000.00	$35.50	$28,400.00
3.3	Item C: Mulch, bulk, delivered, gold	15000	CY	**$32.00**	$480,000.00	$35.00	$525,000.00	$45.00	$675,000.00	$35.50	$532,500.00
3.4	Item D: Mulch, bulk, delivered, Melaleuca	1000	CY	No Bid		**$27.00**	$27,000.00	No Bid		$40.50	$40,500.00
3.5	Item E: Mulch, bagged, delivered, red	1660	bags	**$2.70**	$4,482.00	No Bid		No Bid		$3.35	$5,561.00
3.6	Item F: Mulch, bagged, delivered, brown	2160	bags	**$2.70**	$5,832.00	No Bid		No Bid		$3.35	$7,236.00
3.7	Item J: Engineered wood fiber, bulk, installed per cubic yard	5700	CY	No Bid		**$48.00**	$273,600.00	No Bid		$155.00	$883,500.00
3.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	800	cy	No Bid		No Bid		**$38.00**	$30,400.00	$155.00	$124,000.00
3.9	Item L: mulch, bulk, installed, red, per cubic yard	5000	cy	No Bid		**$30.00**	$150,000.00	$40.00	$200,000.00	$102.50	$512,500.00
3.10	Item M: mulch, bulk, installed, brown, per cubic yard	1500	CY	No Bid		**$30.00**	$45,000.00	$40.00	$60,000.00	$105.00	$157,500.00
3.11	Item N: mulch, bulk, installed, gold, per cubic yard	50	CY	No Bid		**$38.00**	$1,900.00	$60.00	$3,000.00	$105.00	$5,250.00

Lines	Attribute Name	FWR,LLC	East Coast Mulch	Advanced Mulch, Inc.	IAMWHOIAM, LLC
1	Delivery Time After Receipt of Order	10	4	7	3
2	Additional Items at Awarded Contract Price	90	4	7	60
3	Extension of prices, terms and conditions to other governmental entities	Yes	Yes	Yes	Yes
4	Conflict of Interest	No	No	No	No
5	Drug-Free Workplace	Yes	Yes	Yes	Yes
6	Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount)	Certified	Certified	Certified	Certified
7	Acknowledgement of Addenda	Yes	Yes	Yes	Yes
8	Terms & Conditions	Agree	Agree	Agree	Agree
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 100 yard min	60 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards



INVITATION TO BID
E-28-23

MULCH

OPENING: SEPTEMBER 14, 2023, 2:00:00 P.M.

Virtual Zoom Meeting
For access go to:

https://www.pompanobeachfl.gov/meetings

Issued: September 7, 2023

CITY OF POMPANO BEACH, FLORIDA

INVITATION TO BID
E-28-23

MULCH

The City of Pompano Beach (the "City") is seeking bids from qualified companies/firms to establish annual Contracts for the purchase of mulch. Sealed bids for Invitation to Bid (ITB) **E-28-23, Mulch** will be received until **2:00:00 p.m. (local), September 14, 2023**. This is a cooperative ITB issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative (Cooperative) agencies for the purchase of each agency's respective estimated annual requirements for mulch products.

Bids must be submitted electronically through the eBid System on or before the due date and time as provided herein. A list of Bidders will be read aloud in a public forum. Bid openings are open to the public. Check the City's meetings page at https://pompanobeachfl.gov/pages/meetings. All Bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders must be registered on the City's eBid System in order to view the bid documents and respond to this ITB. The ITB documents 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 Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for Contract award.

There are three (3) sections in this Invitation for Bids: Specifications/Special Conditions, General Conditions, and Line Item Pricing. Please read all sections thoroughly. Complete the ITB in accordance with the instructions. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this ITB, please contact Jeff English, Purchasing Agent, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this Invitation for Bids is to establish annual, open-end Contracts for the purchase of mulch delivered in bulk or in bags, or delivered and installed, as and when needed. The City of Pompano Beach is acting as the lead agency for the Cooperative, and this ITB 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.

B. Contract Period

Initial Contract price resulting from this ITB shall remain fixed for a period of no less than twelve (12) months from the Contract's initial effective date, commencing upon award by the appropriate City officials.

The City reserves the right to renew this Contract 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. Except as set forth in the Cost Adjustment section, all terms, prices and conditions shall remain firm for the initial period of the Contract, and any renewal period.

The City may require additions or deletions of participating agencies, if a Contract renewal is considered. 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 bid.

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 one hundred twenty (120) 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.

C. Quantities

The total estimated annual quantity of each item is listed in the line item pricing section. No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this Contract. The quantities provided in this Invitation for Bids are estimates of annual usage to be used for bid comparison purposes only. Mulch will be ordered as needed.

D. Basis of Award

Bidders may bid on any or all items. The primary Contract award will be made to the lowest responsive and responsible Bidder per item or per geographic group, or both, whichever is in the best interest of the City and Cooperative. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. Alternate awards will be made to the other responsive and responsible Bidders per item or per geographic group, or both, to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. The City reserves the right to award by item with or without geographic group distinction. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Consumer Price Index (CPI), starting within most recent twelve (12) month period. It is the Contractor's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-28-23 pages 23 through 29 will be considered yearly on the Contract commencement anniversary date. For any adjustment to be considered, the Contractor's request for adjustment shall be submitted no less than ninety (90) calendar days prior to the anniversary date. The Contractor's adjustment request must not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the Contract with the Contractor based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Contractors' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Contractor is prohibited

G. Delivery

Bidders are to provide the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The Contractor must adhere to delivery schedules. If, in the opinion of the General Services Director, the Contractor(s) fail at any time to meet the requirements herein, including the delivery requirements, then, the Contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery", and (10) "Default", for additional information.

Each individual participating agency shall establish delivery requirements, delivery locations, and dates with the Contractor. The Contractor shall await release by the authorized contact person at each agency for all shipments. Contractors must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities.

H. 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 an addendum is issued to this ITB, the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to check the eBid System to determine if an addendum was issued and to make such addendum a part of its bid. An addendum will be posted to this ITB in the eBid System.

I. Current Contracts

Government entities listed as participants in this bid solicitation may have current contracts to purchase one or more of the items included in this bid. These agencies will place orders with the awarded Contractor(s), if additional product is needed, after the expiration of their current contract(s).

J. Participating Agencies/Contact Persons/Delivery Locations/Special Requirements

The following agencies are participating in this bid solicitation and the resulting contract:

1. **City of Boca Raton**, contact person Jeff Gomez, Purchasing Manager, (561) 393-7872.

   Mulch, bulk, delivered, red, est. annual quantity 5,300 cubic yards.

   Mulch, bulk, delivered, brown, est. annual quantity 800 cubic yards.

Mulch, bulk, delivered, Melaleuca, est. annual quantity 1,000 cubic yards.

Mulch, bagged, delivered, red, est. annual quantity 160 bags.

Mulch, bagged, delivered, brown, est. annual quantity 160 bags.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 100 cubic yards.

Playground safety wood chips, installed, est. annual quantity 800 cubic yards.

Mulch, installed, red, est. annual quantity 4,500 cubic yards.

Deliveries/installation to various locations within the City.

2. **City of Boynton Beach**, contact person Chris Pinto, Purchasing Manager, (561) 742-6322.

   Mulch, bulk, delivered, brown, est. annual quantity 6,000 cubic yards.

   Mulch, bulk, delivered, gold, est. annual quantity 15,000 cubic yards.

   Mulch, bagged, delivered, brown, est. annual quantity 500 bags.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 5,000 cubic yards.

   Delivery location: 8020 Jog Rd., Boynton Beach, FL 33472

3. **City of Coral Gables,** contact Troy Hall, Golf Parks Superintendent, (305) 962-0310.

   Mulch, bulk, delivered, red, est. annual quantity 100 cubic yards.

   Mulch, bulk, delivered, gold, est. annual quantity 100 cubic yards.

   Mulch, bagged, delivered, red, est. annual quantity 1,000 bags.

   Mulch, bagged, delivered, brown, est. annual quantity 1,000 bags.

   Playground Safety Wood Chips, bulk, installed, est. annual quantity 150 cubic yards.

   Deliveries to various locations within the City.

4. **City of Coral Springs**, contact person Yasmin Teja, Purchasing Agent, (954) 344-1102.

   Mulch, bulk, delivered, brown, est. annual quantity 1,500 cubic yards.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 700 cubic yards.

Mulch, installed, red, est. annual quantity 3,760 cubic yards.

Deliveries/installation to various locations within the City.

5. **City of Dania Beach**, contact Carl Kallediaran, Landscape Manager, (954) 924-6800, ext. 2745.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, red, est. annual quantity 1,260 cubic yards.

   Deliveries to 1201 Stirling Road, Dania Bch.

6. **Town of Davie**, contact person Kevin Montaldi, Superintendent, (954) 327-3943.

   Playground Safety Wood Chips, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, red, est. annual quantity 200 cubic yards.

   Delivery and/or installation to various locations within the City.

7. **City of Deerfield Beach**, contact person Sandra Francis, (954) 480-4381.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, brown, est. annual quantity 3,400 cubic yards.

   Installation to various locations within the City.

8. **City of Delray Beach**, contact person Joel Burzynski, Purchasing Agent, (561) 243-7153.

   Mulch, bulk, delivered, red, est. annual quantity 2,500 cubic yards.

   Mulch, bulk, delivered, brown, est. annual quantity 4,000 cubic yards.

   Mulch, bagged, delivered, red, est. annual quantity 2,500 bags.

   Mulch, bagged, delivered, brown, est. annual quantity 4,000 bags.

   Mulch, bulk, delivered, Melaleuca, est. annual quantity 4,000 cubic yards.

Mulch, installed, red, est. annual quantity 2,500 cubic yards.

Mulch, installed, brown, est. annual quantity 4,000 cubic yards.

Playground Safety Wood Chips, installed, est. annual quantity 4,000 cubic yards.

Deliveries to various locations within the City.

9. **City of Fort Lauderdale**, contact person Robert Dexter, Parks Manager, (954) 828-5262.

   Mulch, bulk, delivered, red, est. annual quantity 400 cubic yards.

   Mulch, bagged, delivered, brown, est. annual quantity 11,700 bags

   Mulch, rubber, bagged, est. annual quantity 5 super sacks.

   Playground Safety Wood Chips, installed, est. annual quantity 1,340 cubic yards.

   Mulch, installed, brown, est. annual quantity 7,500 cubic yards.

   Deliveries to various locations within the City.

10. **City of Hallandale Beach**, contact person Robert Lowery, Procurement Assistant Director, (954) 457-1452.

    Mulch, bulk, installed, brown, est. annual quantity 2,000 cubic yards.

    Deliveries to various locations within the City.

11. **Town of Hillsboro Beach**, contact person Mac Serda, Town Manager, (954) 427-4011.

    Mulch, bagged, delivered, brown, est. annual quantity 300 bags

    Deliveries to 1210 Hillsboro Mile, Hillsboro Beach, FL 33062.

12. **City of Hollywood**, contacts: Joshua Collazo, Public Works Superintendent, (954) 249-8857.

    Mulch, bulk, delivered, red est. annual quantity 400 cubic yards.

    Mulch, bulk, delivered, brown est. annual quantity 600 cubic yards.

    Mulch, bagged, delivered, red, est. annual quantity 300 bags.

Mulch, bagged, delivered, brown, est. annual quantity 100 bags.

Mulch, Melaleuca, bagged, delivered, est. annual quantity 100 bags.

Mulch, Melaleuca, bulk, delivered, est. annual quantity 600 cubic yards.

Mulch, rubber, bagged, delivered, est. annual quantity 300 super sacks.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 100 cubic yards.

Mulch, installed, red, est. annual quantity 200 cubic yards.

Mulch, installed, brown, est. annual quantity 2,100 cubic yards.

Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 100 cubic yards.

Delivery/Installation to various locations within the City.

13. **Village of Key Biscayne**, contact person Todd Hofferberth, (305) 365-5947.

    Playground Safety Wood Chips, installed, est. annual quantity 400 cubic yards.

    Delivery locations: Village Green, 450 Crandon Blvd., and Key Biscayne K-8 School 601 Ridgewood Rd., Key Biscayne FL 33149.

14. **City of Lauderhill**, contact person Brian Picnic, Parks Deputy Director, (954) 730-3083.

    Mulch, bulk, delivered, red est. annual quantity 30 cubic yards.

    Mulch, bulk, delivered, brown est. annual quantity 30 cubic yards.

    Mulch, bulk, delivered, Melaleuca est. annual quantity 30 cubic yards.

    Mulch, bagged, delivered, red, est. annual quantity 1,000 bags.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 30 bags.

    Mulch, rubber, bagged, delivered, est. annual quantity 30 super sacks.

    Fibar engineered wood fiber, bulk, installed, est. annual quantity 30 cubic yards.

    Mulch, bagged, delivered, red, est annual quantity 25,200 bags.

Playground Safety Wood Chips, installed, est. annual quantity 1,030 cubic yards.

Mulch, installed, red, est. annual quantity 1,000 cubic yards.

Delivery location: 2101 NW 49th Ave. Installations to various City locations.

15. **City of Margate**, contact person Spencer Shambray, Purchasing Manager, (954) 935-5341.

    Mulch, gold, bulk, delivered, est. annual quantity 168 cubic yards.

    Delivery location: 102 N Rock Island Rd., Margate.

16. **City of Miami**, contact person Carl Springer, Parks Superintendent(305) 960-3007.

    Mulch, bagged, delivered, red, est. annual quantity 16,000 bags.

    Delivery location: 1950 NW 12th Ave., Miami, FL 33136.

17. **City of Miami Beach**, contact Alex Dennis, Procurement Officer, (305) 673-7490.

    Mulch, bulk, delivered, red, est. annual quantity 40 cubic yards.

    Mulch, bagged, delivered, brown, est. annual quantity 240 bags

    Mulch, bulk, installed, brown, est. annual quantity 500 cubic yards.

    Deliveries to 2100 Meridian Ave., and installation to various City locations.

18. **City of North Lauderdale**, contact person Sam May, Public Works Director, (954) 742-7070.

    Mulch, bulk, delivered, red, est. annual quantity 40 cubic yards.

    Fibar engineered wood fiber, bulk, installed, est. annual quantity 450 cubic yards.

    Mulch, installed, brown, est. annual quantity 300 cubic yards.

    Mulch, installed, red, est. annual quantity 200 cubic yards.

    Deliveries/installation to various locations within the City.

19. **City of North Miami Beach**, contact person Shereece George, Chief Procurement Officer, (305) 948-2946, ext. 2629.

Mulch, bagged, delivered, brown, est. annual quantity 8,200 bags.

Deliveries to various locations within the City.

20. **City of Oakland Park**, contact Lisa Bishop Hill, Public Works Manager, (954) 630-4518.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 21,120 bags.

    Playground Safety Wood Chips, installed, est. annual quantity 350 cubic yards.

    Deliveries to City Maintenance Compound, 3650 N.E. 12th Avenue, Oakland Park.

21. **City of Parkland**, contact: Anthony Scerbo, Public Works Superintendent, (954) 757-4187.

    Mulch, bulk, delivered, brown est. annual quantity 120 cubic yards.

    Mulch, bulk, delivered, Melaleuca est. annual quantity 36 cubic yards.

    Mulch, bagged, delivered, brown, est. annual quantity 240 bags.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 120 bags.

    Playground Safety Wood Chips, installed, est. annual quantity 240 cubic yards.

    Mulch, installed, brown, est. annual quantity 360 cubic yards.

    Delivery/Installation to various locations within the City.

22. **City of Pompano Beach**, contact person Jeff English, Purchasing Agent, (954) 786-4098.

    Mulch, bulk, delivered, red estimated annual quantity 3,500 cubic yards.

    Mulch, bulk, delivered, brown estimated annual quantity 3,500 cubic yards.

    Playground Safety Wood Chips, installed, est. annual quantity 500 cubic yards.

    Deliveries to various locations within the City.

K. Detail Specifications

1. General Wood Mulch Specifications

a. Mulch shall be of the recycled, dyed variety and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Size shall not exceed three inches (3”).

b. Colors required: Red, Brown, and Gold.

2. Mulch, Bulk, Delivered

a. Mulch product to be as specified above.

b. Delivered in bulk and unloaded (dumped).

c. Bidder to state size of truckload (cubic yards), and minimum order.

3. Mulch, Bagged, Delivered

a. Mulch product to be as specified above.

b. Mulch to be supplied in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.

c. Delivered, pallets unloaded.

4. Mulch, Bulk, Installed

a. Mulch product to be as specified above.

b. The Contractor must have the ability to install a minimum of twenty (20) cubic yards within an eight (8) hour period.

The Contractor shall be fully responsible for the performance of its company/firm and completion of all work as outlined in these specifications. The Contractor shall employ sound horticultural practices and methods standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company/firm name and all vehicles shall be likewise identifiable.

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as “Men Working Ahead”, cones, flagmen or other warning devices shall be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation’s Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be

utilized where applicable. Installed price must include M.O.T. on roadways.

Any damage to public and/or private property, including the road, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the customer. Failure to restore said property within three (3) working days following notification will result in a deduction from the vendor's invoice of customer expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.

All equipment shall be maintained in an efficient and safe operating condition while performing work under the Contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the customer. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

c. Installation Specifications

The Contractor shall be fully responsible for confirming the amount of mulch needed, coordinating delivery to the site, and for all transportation costs.

The Contractor must coordinate all work with the designated customer contact. The designated customer contact reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the designated customer contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed at a minimum depth of three inches (3") to a maximum depth of four inches (4") around all trees and shrubs within the maintenance area. Mulch shall extend outward for a minimum of two feet (2') to a maximum of four feet (4'), from all shrubs and trees. A three to six-inch (3"- 6") band, free of mulch, shall be maintained around the tree trunks and shrubs. Mulch shall be pulled back from the base of shrubs and groundcovers.

Mulching shall be completed within thirty (30) calendar days following receipt of order unless otherwise specified on written purchase order. Should the Contractor encounter any problems that might cause a delay in

mulch installation, it shall notify the designated customer contact within two (2) hours.

Sidewalks, paved areas, and sodded areas shall be left free of mulch at time of job completion.

5. Melaleuca Mulch Specifications

   a. During processing, raw materials shall be stacked and stored in curing piles for no less than 120 days.

   b. Mulch shall be made entirely from the above ground portion wood and bark of the Melaleuca Quinquenervia Tree. It shall not contain more than 10% (by volume) bark and shall not contain roots or root pieces. Shreds and chips shall not be larger than 3/4 inch diameter and 1 1/2 inch in length. Mulch shall be free of weed seeds, soil and on other organic or inorganic material.

   c. Prior to its final processing, mulch will have been inspected and certified by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proofs of delivery shall bear the official State of Florida stamp of inspection and verification.

   d. Melaleuca mulch to be supplied in bulk, and in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.

6. Rubber Mulch Specifications

   a. For playground use, meeting Americans with Disabilities Act (ADA) and American Society for Testing and Materials **(**ASTM) standards. Various standard colors.

   b. To be furnished in “super sacks”, 2,000 pounds per sack.

7. Certified Playground Safety Wood Chips Specifications

   a. Mulch shall be made entirely from Pine and other Hardwoods and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Shreds and chips shall not be larger than 3/4-inch diameter and 1 1/2 inch in length. Must meet all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).

Mulch shall be delivered in bulk. If installation is requested, delivery trucks must be capable of installing mulch into playground areas through use of hoses attached to blown in place systems on the trucks.

b. Installation of Playground Chips

Mulch shall be installed by being blown into place through hoses connected to the delivery truck.

The contractor shall be fully responsible for confirming the amount of mulch installed, coordinating delivery to the site, and for all transportation costs.

The Contractor must coordinate all work with the designated customer contact. The designated customer contact reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the designated customer contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed in the playground area, to bring the upper surface to the height designated by the designated customer contact. The designated customer contact will designate the depth and/or cubic yards to be installed at each location. Access to playgrounds may be limited. Trucks must have sufficient length of hose to provide installation to an area 250 feet from truck.

8. Fibar Engineered Wood Fiber (EWF) Specifications

a. Fibar is made only from virgin wood. Fibar EWF meets all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).

Fibar is to be delivered in bulk, or installed, as requested. All installation specifications detailed herein apply to this product.

Fibar is manufactured by The Fibar Group, LLC; contact information: info@fibar.com, telephone (800) 342-2721, 80 Business Park Drive, Armonk, New York, 10504.

L. Relevant Project Experience

For mulch installation, Bidders shall show specific project experience as a Prime Contractor for a minimum of three projects within the last three years of similar or greater complexity and cost. Reference contact information must be furnished for all mulching projects claimed as relevant experience under this requirement including: Project Name,

the customer for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number. Include reference information with bid. IPEMA certification shall be submitted with bid.

M. Insurance

Contractor shall not commence services under the resulting Contract until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk Manager. If you are responding to this ITB and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division of the General Services Department 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. **Such policy or policies shall be issued by United States Treasury approved companies/firms authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of the Contract, the City, by and through its Risk Manager, reserves 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 the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the resulting Contract.

Throughout the term of the Contract, the 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/firm (number of employees) or the state in which the work is to be performed or of the state in which the Contractor is obligated to pay compensation to employees engaged in the performance of the work. The 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 the Contractor's negligent acts or omissions in connection with the 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:	Per Occurrence Aggregate
	* Policy to be written on a claims occurrence basis	
		$1,000,000 $2,000,000
XX	comprehensive form	bodily injury and property damage
__	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	
__	CG2010	ongoing operations (or its' equivalent)
__	CG 2037	completed operations (or its' equivalent)
__	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate

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	AUTOMOBILE LIABILITY:	Minimum $1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX	comprehensive form	
XX	owned	
XX	hired	
XX	non-owned	

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis

__ comprehensive form Agent must show proof it has this coverage.

EXCESS / UMBRELLA LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis			
excess/umbrella	bodily injury and property damage combined	$5,000,000	$5,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims made basis		
professional liability	$1,000,000	$1,000,000

(c) If Professional Liability Insurance is required, Bidder 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.

ENVIRONMENTAL / POLLUTION LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims-made basis		
__ environmental/pollution liability	$1,000,000	$1,000,000

CYBER LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis	$1,000,000	$1,000,000

__ Network Security / Privacy Liability
__ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
__ Technology Products E&O - $1,000,000 (only applicable for vendors supplying technology related services and or products)
__ Coverage shall be maintained in effect during the period of the Contract and for not less than four (4) years after termination/ completion of the Contract.

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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 the 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 firms 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/firm 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 Contract 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 Contract on a pre-loss basis.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The Contractor 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.

N. Questions And Communication

All questions regarding the ITB are to be submitted using the Questions feature in the eBid System. Questions must be received at least two (2) calendar days before the scheduled ITB opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the ITB in the eBid System, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the ITB.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

1.1. Bidders must use the forms furnished by the City.

1.2. Bids must submit their response via the eBid System.

1.3. It will be the sole responsibility of the bidder to have their bid submitted via the eBid system before the closing hour and date shown for receipt of bids.

1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.

1.5. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.

1.6. Late bids will not be considered.

1.7. Bids transmitted by email or facsimile will not be accepted.

2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.

3. Electronic Signature

Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.

4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery

6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.

6.2. Bidder must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this bid.

6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)

7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.

10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance

with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named Bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The

City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our notification list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 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 may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of 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.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

2.1) 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 that ordinarily and necessarily would be 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;

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.

e. 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

2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III – BID LINE ITEM PRICING

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.

Group 1: Broward County

Line	Item	Quantity	Description	Unit Price	Total
1	A	2,507 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	5,650 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	168 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	D	4,066 cubic yards	mulch, bulk, delivered, Melaleuca	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
5	E	5,000 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		

6	F	6,040 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	G	3,000 bags	mulch, bagged, delivered, gold	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
8	H	21,270 bags	mulch, bagged, delivered, Melaleuca	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
9	I	30 super sacks	mulch, rubber, bagged, delivered	$_____/super sack	$_____
			# of bags per pallet: _____		
			minimum order: _____		
10	J	6,580 cubic yards	engineered wood fiber, bulk, installed	$_____/cy	$_____
			minimum order: _____		
11	K	6,020 cubic yards	playground safety wood chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
12	L	5,400 cubic yards	mulch, bulk, installed, red, per cubic yard	$_____/cy	$_____
			minimum order: _____		

13	M	5,400 cubic yards	mulch, bulk, installed, brown, per cubic yard	$_____/cy	$_____
			minimum order: _____		
14	N	2,550 cubic yards	mulch, bulk, installed, gold, per cubic yard	$_____/cy	$_____
			minimum order: _____		

Group 2: Miami-Dade County

Line	Item No.	Quantity	Description	Unit Price	Total
1	A	100 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	900 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	100 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	E	17,000 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
5	F	8,440 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		

6	G	1,000 bags	mulch, bagged, delivered, gold	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	K	550 cubic yards	Playground Safety Wood Chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
8	M	500 cubic yards	mulch, bulk, installed, brown	$_____/cy	$_____
			minimum order: _____		

Group 3: Palm Beach County

Line	Item	Quantity	Description	Unit Price	Total
1	A	11,300 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	800 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	15,000 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	D	1,000 cubic yards	mulch, bulk, delivered, Melaleuca	$_____/cy	$_____
			# of yards per truckload: _____		

			minimum order: _____		
5	E	1660 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
6	F	2,160 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	J	5,700 cubic yards	Engineered Wood Fiber, bulk, installed	$_____/cy	$_____
			minimum order: _____		
8	K	800 cubic yards	Playground Safety Wood Chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
9	L	5,000 cubic yards	mulch, bulk, installed, red	$_____/cy	$_____
			minimum order: _____		
10	M	1,500 cubic yards	mulch, bulk, installed, brown	$_____/cy	$_____
			minimum order: _____		
11	N	50 cubic yards	mulch, bulk, installed, gold	$_____/cy	$_____
			minimum order: _____		

ATTRIBUTES

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Acknowledgment of the following Addenda is noted:
Addendum Number(s)_____ Date(s) Issued _____

Delivery time after receipt of order _____ calendar days.

If awarded the Contract resulting from this bid, will your company/firm agree to sell additional items at the awarded Contract price? If so state the time period in calendar days applicable for such additional purchases: _____

If awarded the Contract resulting from this bid, will your company/firm agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, Agreement not required for Contract award.)

Yes_____ No_____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company/firm responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company/firm responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company/firm to civil penalties, attorney's fees, and/or costs.

I Certify



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.)

Yes ____ No ____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If Bidder's company/firm has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Bidder has a drug-free workplace program? Yes ____ No _____

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 7/2023

East Coast Mulch- Annual Expenditure.

Requested Action:

Approve an annual expenditure for East Coast Mulch in the amount of $150,000 for parks, playgrounds, medians, and various City buildings/facilities utilizing the Southeast Governmental Purchasing Cooperative Group contract award #E-28-23 for the period of the contract, which expires on September 25, 2024. The City of Boynton Beach is a participating cooperative group agency.

Explanation of Request:
The Public Works Department is requesting an annual expenditure in the amount of $150,000 with vendor East Coast Mulch for parks, medians, playgrounds, and various City buildings/facilities where mulch is needed, utilizing the Southeast Governmental Purchasing Cooperative Group, lead agency is City of Pompano Beach Contract E-28-23.

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 will assign East Coast Mulch to blow in mulch at the City parks, playgrounds, and various City buildings/facilities. The playgrounds must have ADA mulch in order to be compliant and uphold safety standards. The City parks will be mulched to maintain weed control and enhance aesthetics.

How will this affect city programs or services?

This will assist in enhancing the City's aesthetics and the City's preventative maintenance programs in regards to mulching and playground surfacing.

Fiscal Impact:

This has been budgeted within the Parks and Grounds Division.

Attachments:
Southeast Florida Governmental Contract E-28-23 - Exp 09-25-24.pdf

pompano beach
Florida's Warmest Welcome

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

June 6, 2024

George Henry, Director of Operations
East Coast Mulch
PO Box 1352
Jupiter, Florida 33468

Via Email: rcmr@comcast.net and Facsimile: ~~(561) 277-9491~~

Dear Mr. Henry,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division (fax 954-786-4168) by June 20, 2024. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098. This renewal will be for one year from September 26, 2024 to September 25, 2025.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

✓ I hereby agree to a one-year extension of the subject contract.* with CPI increase - 3% (see attached).

____ I am unable to provide a one-year extension of the subject contract.

George Henry
Signature

6/11/2024
Date

George Henry
Name (print)

D. Basis of Award

Bidders may bid on any or all items. The primary Contract award will be made to the lowest responsive and responsible Bidder per item or per geographic group, or both, whichever is in the best interest of the City and Cooperative. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. Alternate awards will be made to the other responsive and responsible Bidders per item or per geographic group, or both, to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. The City reserves the right to award by item with or without geographic group distinction. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Consumer Price Index (CPI), starting within most recent twelve (12) month period. It is the Contractor's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-28-23 pages 23 through 29 will be considered yearly on the Contract commencement anniversary date. For any adjustment to be considered, the Contractor's request for adjustment shall be submitted no less than ninety (90) calendar days prior to the anniversary date. The Contractor's adjustment request must not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the Contract with the Contractor based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Contractors' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Contractor is prohibited

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.4 percent over the last 12 months to an index level of 313.548 (1982-84=100). For the month, the index increased 0.4 percent prior to seasonal adjustment. May 15, 2024

https://www.bls.gov › cpi PDF

Consumer Price Index - April 2024 - Bureau of Labor Statistics

MORE RESULTS

What is the current CPI%?

What is the current inflation rate today?

Here's Why It Matters. Inflation increased 3.4% in April 2024 from a year ago. Understanding what inflation is, why it matters and how to handle it can help when making financial decisions. May 15, 2024

https://www.nerdwallet.com › article

The Current Inflation Rate is 3.4%. Here's Why It Matters - NerdWallet

Event Number	E-28-23
Event Title	MULCH
Event Type	ITB
Issue Date	9/8/2023 12:32:19 AM (ET)
Close Date	9/14/2023 02:00:00 PM (ET)

Responding Supplier	City	State	Response Submitted	Lines Responded
FWR,LLC	Medley	FL	9/14/2023 01:41:58 PM (ET)	17
East Coast Mulch	Jupiter	FL	9/13/2023 11:03:10 AM (ET)	*
Advanced Mulch, Inc.	Palm Beach Gardens	FL	9/13/2023 12:30:11 PM (ET)	**
IAMWHOIAM, LLC	Pompano Beach	FL	9/14/2023 01:44:19 PM (ET)	33

*Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

**Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		ADVANCED MULCH INC**		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
1	**Group 1: Broward County**	1	EA								
1.1	Item A: Mulch, bulk, delivered, red	2507	CY	30.00	$75,210.00	$27.81	$69,719.67	**	**	$35.50	$88,998.50
1.2	Item B: Mulch, bulk, delivered, brown	5650	CY	30.00	$169,500.00	$27.81	$157,126.50	**	**	$35.50	$200,575.00
1.3	Item C: Mulch, bulk, delivered, gold	168	CY	31.80	$5,342.40	$33.99	$5,710.32	**	**	$35.50	$5,964.00
1.4	Item E: Mulch, bagged, delivered, red	17000	bags	2.50	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
1.5	Item F: Mulch, bagged, delivered, brown	6040	bags	2.50	$15,100.00	No Bid		No Bid		$3.35	$20,234.00
1.6	Item G: Mulch, bagged, delivered, gold	3000	bags	2.50	$7,500.00	No Bid		No Bid		$3.35	$10,050.00
1.7	Item H: Mulch, bagged, delivered, Melaleuca	21270	bags	No Bid		No Bid		No Bid		$3.35	$71,254.50
1.8	Item I: Mulch, rubber, bagged, delivered, supersacks	30	each	No Bid		No Bid		No Bid		$1,000.00	$30,000.00
1.9	Item J: Engineered wood fiber, bulk, installed per cubic yards	6580	CY	No Bid		$49.44	$325,315.20	No Bid		$152.50	$1,003,450.00
1.10	Item K: Playground safety wood chips, bulk, installed per cubic yards	6020	cy	No Bid		No Bid		**	**	$152.50	$918,050.00
1.11	Item L: mulch, bulk, installed, red, per cubic yard	20020	CY	No Bid		$30.90	$618,618.00	**	**	$105.00	$2,102,100.00
1.12	Item M: mulch, bulk, installed, brown, per cubic yard	5400	CY	No Bid		$30.90	$166,860.00	**	**	$105.00	$567,000.00
1.13	Item N: mulch, bulk, installed, gold, per cubic yard	2550	CY	No Bid		$30.90	$78,795.00	**	**	$105.00	$267,750.00

*Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

**Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		ADVANCED MULCH INC		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
2	**Group 2: Miami-Dade County**	1	EA								
2.1	Item A: Mulch, bulk, delivered, red	100	CY	$30.00	$3,000.00	$36.05	$3,605.00	No Bid		$35.50	$3,550.00
2.2	Item B: Mulch, bulk, delivered, brown	900	CY	$30.00	$27,000.00	$36.05	$32,445.00	No Bid		$35.50	$31,950.00
2.3	Item C: Mulch, bulk, delivered, gold	100	CY	$30.00	$3,000.00	$43.26	$4,326.00	No Bid		$35.50	$3,550.00
2.4	Item D: Mulch, bulk, delivered, Melaleuca	4066	CY	No Bid		$36.05	$146,579.30	No Bid		$40.50	$164,673.00
2.5	Item E: Mulch, bagged, delivered, red	17000	bags	$2.50	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
2.6	Item F: Mulch, bagged, delivered, brown	8440	bags	$2.50	$21,100.00	No Bid		No Bid		$3.35	$28,274.00
2.7	Item G: Mulch, bagged, delivered, gold	1000	bags	$2.50	$2,500.00	No Bid		No Bid		$3.35	$3,350.00
2.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	550	cy	No Bid		$77.25	$42,487.50	**	**	$155.00	$85,250.00
2.9	Item M: mulch, bulk, installed, brown, per cubic yard	500	CY	No Bid		$72.10	$36,050.00	No Bid		$105.00	$52,500.00

*****Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

******Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		Advanced Mulch Inc**		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
3	**Group 3: Palm Beach County**	1	EA								
3.1	Item A: Mulch, bulk, delivered, red	11300	CY	$32.00	$361,600.00	$27.81	$314,253.00	**	**	$35.50	$401,150.00
3.2	Item B: Mulch, bulk, delivered, brown	800	CY	$32.00	$25,600.00	$27.81	$22,248.00	**	**	$35.50	$28,400.00
3.3	Item C: Mulch, bulk, delivered, gold	15000	CY	$32.00	$480,000.00	$36.05	$540,750.00	**	**	$35.50	$532,500.00
3.4	Item D: Mulch, bulk, delivered, Melaleuca	1000	CY	No Bid		$27.81	$27,810.00	No Bid		$40.50	$40,500.00
3.5	Item E: Mulch, bagged, delivered, red	1660	bags	$2.70	$4,482.00	No Bid		No Bid		$3.35	$5,561.00
3.6	Item F: Mulch, bagged, delivered, brown	2160	bags	$2.70	$5,832.00	No Bid		No Bid		$3.35	$7,236.00
3.7	Item J: Engineered wood fiber, bulk, installed per cubic yard	5700	CY	No Bid		$49.44	$281,808.00	No Bid		$155.00	$883,500.00
3.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	800	cy	No Bid		No Bid		**	**	$155.00	$124,000.00
3.9	Item L: mulch, bulk, installed, red, per cubic yard	5000	cy	No Bid		$30.90	$154,500.00	**	**	$102.50	$512,500.00
3.10	Item M: mulch, bulk, installed, brown, per cubic yard	1500	CY	No Bid		$30.90	$46,350.00	**	**	$105.00	$157,500.00
3.11	Item N: mulch, bulk, installed, gold, per cubic yard	50	CY	No Bid		$39.14	$1,957.00	**	**	$105.00	$5,250.00

*****Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

******Advanced Mulch declined to renew.

Lines	Attribute Name	FWR,LLC	East Coast Mulch*	Advanced Mulch, Inc.	IAMWHOIAM, LLC
1	Delivery Time After Receipt of Order	10	4	7	3
2	Additional Items at Awarded Contract Price	90	4	7	60
3	Extension of prices, terms and conditions to other governmental entities	Yes	Yes	Yes	Yes
4	Conflict of Interest	No	No	No	No
5	Drug-Free Workplace	Yes	Yes	Yes	Yes
6	Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount)	Certified	Certified	Certified	Certified
7	Acknowledgement of Addenda	Yes	Yes	Yes	Yes
8	Terms & Conditions	Agree	Agree	Agree	Agree
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 100 yard min	60 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards

*Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

**Advanced Mulch declined to renew.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Approve the renewal and annual expenditure for the one-year extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities over $100,000.

Requested Action:

Staff recommends approval of the renewal and annual expenditure for the one-year extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities over $100,000.

Explanation of Request: As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggyback governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in Exhibit A (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Fortline Inc., Core & Main	Annual Supply of Brass Fittings and Accessories	City of Boynton Beach Bid No. WH22-047	October 17, 2024 - October 16, 2025	Annual Estimated Expenditure $250,000
Fortline Inc., Core & Main	Annual Supply of Pipe Fittings and Accessories	City of Boynton Beach Bid No. WH22-048	October 5, 2024 - October 4, 2025	Annual Estimated Expenditure $250,000
Mullings Engineering Services, Inc.; Odums, Sod Inc.	Sod and Sod Installation Services	City of Boynton Beach Bid No. CW22- 027 (SE FL Government Purchasing Co-op Bid)	October 1, 2024 - September 30, 2025	Annual Estimated Expenditure $150,000

Sunset Sod, Inc.	Sod and Sod Installation Services	City of Boynton Beach Bid No. CW22- 027 (SE FL Government Purchasing Co-op Bid)	October 1, 2024 - September 30, 2025	In accordance with the General Conditions for Bidder Section – Article 40. PRICES, TERMS, AND PAYMENT within the Bid Document the vendor has requested to exercise its right to increase its costs for sod per square foot following the All Urban Consumers Price Index (CPI-U). The vendor requests an increase in its costs per sod square foot. Staff recommends approval of the rate increases. Staff recommends approval of the rate increases

East Coast Mulch	Mulch	Piggyback City of Pompano Beach Contract #E-28-23 Cooperative Bid COBB # PW24-016	September 26, 2024 - September 25, 2025	Annual Estimated Expenditure $100,000
Juniper Landscaping of Florida, LLC	Athletic Field Maintenance	Piggyback the City of Hollywood, Florida Agreement # PA600356 COBB # REC22-011	May 20, 2024 - May 19, 2025	Annual Estimated Expenditure $400,000
TRISTAR Claims Management Services, Inc.	Third Party Administrator for Workers Comp, Employer Liability, Property and Liability	Piggyback Board of County Commissioners Lake County, Florida Contract # 23-524 City of Boynton Beach Contract # HR24-014	October 1, 2024 - December 18, 2026	Annual Estimated Expenditure $1,375,000

How will this affect city programs or services? The renewal(s) will be used for those solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions as the initial award.

Fiscal Impact: Funds have been budgeted under line items as noted in the attached - Exhibit A.

Attachments:
$100K over REQUEST FOR BID EXTENSIONS September 23 2024 Report - Exhibit A.docx
Core & Main - Brass Fittings
Fortiline Inc. - Brass Fittings
Core and Main - Pipe Fittings
Fortiline Inc. - Brass Fittings
Renewal Interest Letter - Mullings Engineering Services Inc - 24-25 Signed.pdf
Renewal Interest Letter - Odums Sod Inc 24 - 25 Signed.pdf
Sunset Sod, Inc. - Renewal Interest Letter & Letter Request Rates Increase - 24-25 - Signed
Sunset Sod, inc. - Old Pricing from 2022 thru 10.2024
Sunset Sod, Inc. - Renewal Request - New Rates for 2024-2025
East Coast Mulch - Pembroke Pines Co-op Contract #E-28-23 - Renewal for 2024 - 2025
East Coast Mulch Co-op Contract #E-28-23 Tabulation Renewal Rates 1 - 2024-2025
R-2024-119 Juniper Landscaping Renewal-1.pdf
Tristar Claims Management Svs - 23-524 renewal -2026.pdf

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Proposed Resolution No. R25-278- Approve and authorize the issuance of Purchase Orders for the purchase of vehicles and equipment scheduled in the FY2025/2026 replacement budget, and permit the use of these same contracts for additional purchases as needed (e.g., totaled vehicles, mid-year position additions), by utilizing various Florida Sheriff's Association Contracts, Sourcewell Contracts, the Florida State Term Contract (Alan Jay), the City of Tallahassee Contract, the Charlotte County Contract, the HGAC-Buy Contract, the Hillsborough County Sheriff's Office Contract (Assorted Vehicle Procurement), and the Bradford County Sheriff's Office Contract (Duval Ford), for an estimated total amount of $8,277,000, plus a contingency of twenty percent (20%) or $1,655,400, for a total amount not to exceed $9,932,400, should the vehicles and/or equipment no longer be available and new models be delivered.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-278.

Explanation of Request: The Fleet Management & Mobility Division, in coordination with the Procurement Division, recommends approval to utilize the following cooperative and state contracts for the purchase of the vehicles and equipment scheduled in the FY2025/2026 replacement budget:

- Florida Sheriff's Association Contracts: FSA24-VEL32.0 (Pursuit, Administrative & Other Vehicles), FSA23-EQU21.0 (Equipment), FSA23-VEH21.1 (Heavy Trucks & Buses), FSA-HCS-ESA2.0 (Emergency Lighting & Accessories), FSA25-VEF19.0 (Fire & Rescue Vehicles, Boats & Equipment) - Expires 9/30/27
- Sourcewell Contracts: 091521-NAF (Class 1–3 Light Trucks, Cars, Vans, SUVs, Cab Chassis & EVs), 032824-NAF (Class 4–8 Chassis, EVs & Upfitting), 110223-THC, 112624-KBA, 092922-AGO - Expires 11/08/2026
- State of Florida Contract 25100000-23-STC (Alan Jay)
- City of Tallahassee Contract 5179-MY25 (Municipal Vehicles – Cars, Vans, SUVs & Light Trucks)
- Charlotte County Contract #2023000529 (Assorted Vehicle Procurement)
- Hillsborough County Sheriff's Office Contract (Assorted Vehicle Procurement)
- Bradford County Sheriff's Office Contract (Assorted Vehicle Procurement)
- HGACBuy Contract AM10-23 (Assorted Vehicle Procurement)

These contracts are competitively awarded and provide the City with the best pricing available through volume purchasing. Market conditions for vehicles remain volatile, making immediate purchase authorization necessary to ensure timely delivery. Procurement and the Fleet

Division will review all quotes to ensure compliance with contract pricing and terms. Contract numbers may change to reflect the new fiscal year or model year; however, this approval will remain valid under such updates.

In addition to the scheduled FY2025/2026 replacements and expansions, the Resolution also authorizes the use of these same contracts to purchase vehicles not currently on the replacement list, should the need arise. This includes circumstances such as vehicles being totaled, positions added mid-year, or other unforeseen operational requirements.

How will this affect city programs or services? This action ensures continuity of essential City services by maintaining a reliable fleet, supporting public safety, solid waste, utilities, and other departments. Allowing purchases outside the replacement list ensures flexibility to respond quickly to operational needs.

Budgeted Item: Yes

Account Line Item and Description: Multiple accounts for **Machinery and Equipment / Vehicle Purchases**, depending on the division to which each vehicle is assigned.

Fiscal Impact: This is a budgeted item.

Attachments:
R25-278 Agenda_Item_3683-2025_Resolution_for_Vehicle_Purchase.docx
Exhibit A to Resolution - Vehicle Replacement List FY 25-26.pdf
Exhibit A to Resolution - Vehicle Additions. List FY 25-26pdf
CHARLOTTE COUNTY CONTRACT.pdf
Sourcewell_032824-NAF_-_Contract_Packet.pdf
HCSO Assorted Vehicle Procurement.docx -.pdf
DMS State Contract 25100000-23-STC.pdf
State Contract 25100000-22-SRCWL-ACS.pdf
Bradford County Sheriff Vehicle-Contract-22-27-1.0-Duval-Ford.pdf
City of Tallahassee contract AgmtNo5179-amendment1.pdf
091521 NAF Sourcewell__National Auto Fleet Contract Extension.pdf
Heil Environmental_ Contract 110223-THC _ Sourcewell.pdf
Contract Expirations 2024.Updated FY26.pdf
Fleet Replacement FY2026 UPDATED DP.xlsx

RESOLUTION NO. R25-278

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ISSUANCE OF PURCHASE ORDERS FOR THE PURCHASE OF VEHICLES AND EQUIPMENT SCHEDULED IN THE FY2025/2026 REPLACEMENT BUDGET AND FOR ADDITIONAL PURCHASES AS NEEDED, UTILIZING THE RATES OF VARIOUS FLORIDA SHERIFF'S ASSOCIATION CONTRACTS, SOURCEWELL CONTRACTS, THE FLORIDA STATE TERM CONTRACT (ALAN JAY), THE CITY OF TALLAHASSEE CONTRACT, THE CHARLOTTE COUNTY CONTRACT, THE HGAC-BUY CONTRACT, THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE CONTRACT (ASSORTED VEHICLE PROCUREMENT), AND THE BRADFORD COUNTY SHERIFF'S OFFICE CONTRACT (DUVAL FORD), FOR AN ESTIMATED TOTAL AMOUNT OF $8,277,000, PLUS A CONTINGENCY OF TWENTY PERCENT (20%) OR $1,655,400, FOR A TOTAL AMOUNT NOT TO EXCEED $9,932,400, SHOULD THE VEHICLES AND/OR EQUIPMENT NO LONGER BE AVAILABLE AND NEW MODELS BE DELIVERED; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fleet Management & Mobility Division, in coordination with the Procurement Division, recommends approval to utilize the following cooperative and state contracts for the purchase of the vehicles and equipment scheduled in the FY2025/2026 replacement budget:

- Florida Sheriff's Association Contracts: FSA24-VEL32.0 (Pursuit, Administrative & Other Vehicles), FSA23-EQU21.0 (Equipment), FSA23-VEH21.1 (Heavy Trucks & Buses), FSA-HCS-ESA2.0 (Emergency Lighting & Accessories), FSA25-VEF19.0 (Fire & Rescue Vehicles, Boats & Equipment)
- Sourcewell Contracts: 091521-NAF (Class 1–3 Light Trucks, Cars, Vans, SUVs, Cab Chassis & EVs), 032824-NAF (Class 4–8 Chassis, EVs & Upfitting), 110223-THC, 112624-KBA, 092922-AGO
- State of Florida Contract 25100000-23-STC (Alan Jay)
- City of Tallahassee Contract 5179-MY25 (Municipal Vehicles – Cars, Vans, SUVs & Light Trucks)
- Charlotte County Contract #2023000529 (Assorted Vehicle Procurement)
- Hillsborough County Sheriff's Office Contract (Assorted Vehicle Procurement)
- Bradford County Sheriff's Office Contract (Assorted Vehicle Procurement)

- HGACBuy Contract AM10-23 (Assorted Vehicle Procurement); and

WHEREAS, these contracts are competitively awarded and provide the City with the best pricing available through volume purchasing. Market conditions for vehicles remain volatile, making immediate purchase authorization necessary to ensure timely delivery. Procurement will review all quotes to ensure compliance with contract pricing and terms. Contract numbers may change to reflect the new fiscal year or model year; however, this approval will remain valid under such updates; and

WHEREAS, in addition to the scheduled FY2025/2026 replacements and expansions, the Resolution also authorizes the use of these same contracts to purchase vehicles not currently on the replacement list, should the need arise. This includes circumstances such as vehicles being totaled, positions added mid-year, or other unforeseen operational requirements; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the issuance of Purchase Orders for the purchase of vehicles and equipment scheduled in the FY2025/2026 replacement budget and for additional purchases as needed, utilizing the rates of various Florida Sheriff's Association Contracts, Sourcewell Contracts, the Florida State Term Contract (Alan Jay), the City of Tallahassee Contract, the Charlotte County Contract, the HGAC-Buy Contract, the Hillsborough County Sheriff's Office Contract (Assorted Vehicle Procurement), and the Bradford County Sheriff's Office Contract (Duval Ford), for an estimated total amount of $8,277,000, plus a contingency of twenty percent (20%) or $1,655,400, for a total amount not to exceed $9,932,400, should the vehicles and/or equipment no longer be available and new models be delivered.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the issuance of Purchase Orders for the purchase of vehicles and equipment scheduled

in the FY2025/2026 replacement budget, as further detailed in **Exhibit A**, and for additional purchases as needed, utilizing the rates of various Florida Sheriff's Association Contracts, Sourcewell Contracts, the Florida State Term Contract (Alan Jay), the City of Tallahassee Contract, the Charlotte County Contract, the HGAC-Buy Contract, the Hillsborough County Sheriff's Office Contract (Assorted Vehicle Procurement), and the Bradford County Sheriff's Office Contract (Duval Ford), for an estimated total amount of $8,277,000, plus a contingency of twenty percent (20%) or $1,655,400, for a total amount not to exceed $9,932,400, should the vehicles and/or equipment no longer be available and new models be delivered.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the City Manager to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-278

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PUBLIC WORKS - FLEET MANAGEMENT DIVISION

VEHICLE REPLACEMENT LIST

DEPARTMENT	UNIT #	EQUIPMENT DETAIL	DESCRIPTION OF REPLACEMENT	PRICE
POLICE DEPARTMENT	3736	2007 TOYOTA RAV 4	KIA TELLURIDE OR SIMILAR MID SIZE SUV	55,000
POLICE DEPARTMENT	3410	2014 FORD FUSION	KIA TELLURIDE OR SIMILAR MID SIZE SUV	55,000
POLICE DEPARTMENT	3734	2017 FORD FUSION	NISSAN PATHFINDER OR SIMILAR MID SIZE SUV	45,000
POLICE DEPARTMENT	3839	2017 FORD ESCAPE	NISSAN PATHFINDER OR SIMILAR MID SIZE SUV	45,000
POLICE DEPARTMENT	3014	2020 CHEVY TRAVERSE	CHEVY TRAVERSE OR MID SIZE SUV	47,000
POLICE DEPARTMENT	3013	2020 CHEVY TRAVERSE	CHEVY TRAVERSE OR MID SIZE SUV	47,000
POLICE DEPARTMENT	3015	2020 CVEVY TRAVERSE	CHEVY TRAVERSE OR MID SIZE SUV	47,000
POLICE DEPARTMENT	3118	2020 JEEP GRAND CHEROKEE	NISSAN PATHFINDER OR SIMILAR MID SIZE SUV	45,000
POLICE DEPARTMENT	3622	2016 FORD F250	FORD F250, CREW CAB, 4X4 OR CHEVY/GMC 2500	65,000
POLICE DEPARTMENT	2800	2008 CHEVY SILVERADO	FORD RANGER , EXT CAB OR SIMILAR TRUCK	42,000
POLICE DEPARTMENT	3058	2020 CHEVY SILVERADO CREW CAB	FORD F150 CREW CAB, WHITE	60,000
POLICE DEPARTMENT	3059	2020 CHEVY SILVERADO CREW CAB	FORD F150 CREW CAB, WHITE	60,000
POLICE DEPARTMENT	3838	2018 FORD FUSION	NISSAN PATHFINDER OR SIMILAR MID SIZE SUV	45,000
POLICE DEPARTMENT	4025	2020 CHEVY TAHOE	FORD F150 RESPONDER , WHITE	69,000
POLICE DEPARTMENT	3108	2021 FORD EXPLORER	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4046	2021 DODGE CHARGER	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4049	2021 DODGE CHARGER	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4260	2021 FORD F150 RESPONDER K9	FORD F150 RESPONDER K9, MARKED	69,000
POLICE DEPARTMENT	4040	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4041	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4273	2022 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4036	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4043	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4035	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4053	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4974	2019 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4055	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4038	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4039	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4045	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4042	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4044	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4058	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	69,000
POLICE DEPARTMENT	4110	2011 CHEVY CARGO VAN	FORD T150 , CARGO FLOOR MATS	58,000
FIRE	847	2013 FORD F250	FORD T250 CARGO VAN , 4X4	75,000
FIRE	854	2009 CHEVY IMPALA	TOYOTA RAV 4 HYBRID OR SIMILAR SUV	40,000
FIRE	899	2020 FORD ESCAPE	CHEVY TAHOE, WHITE , ADMIN PKG	75,000
FIRE	869	2020 FORD EXPLORER	FORD F250 OR CHEVY/GMC 2500 CREW CAB, 4X4, TOPPER	68,000
FIRE	8604	2006 LAND PRIDE UTILITY CART	UTILITY SERV CART	55,000
SOLID WASTE	1865	2018 FORD F150	FORD F150 , GAS OR CHEVY/GMC 1500	50,000
SOLID WASTE	5910	2019 CHEVY SILVERADO	FORD F150 , GAS OR CHEVY/GMC 1500	50,000
SOLID WASTE	1005	2019 AUTOCAR FRONT LOADER	MACK W/ HEIL FRONT LOADER	425,000
SOLID WASTE	1006	2019 AUTOCAR FRONT LOADER	MACK W/ HEIL FRONT LOADER	425,000
FACILITIES MANAGEMENT	1866	2018 FORD F150	FORD F150 , GAS OR CHEVY/GMC 1500	50,000
FORESTRY & GROUNDS	8451	2014 TORO 60" MOWER	SCAG 72" ZERO TURN MOWER	17,000
FORESTRY & GROUNDS	8658	2014 TORO 60" MOWER	SCAG 72" ZERO TURN MOWER	17,000
FORESTRY & GROUNDS	8503	1997 -82" OPEN UTILITY TRAILER	8X20 ENCLOSED LANDSCAPE TRAILER	15,000
FORESTRY & GROUNDS	8545	2005 - 81" OPEN UTILITY TRAILER	8X20 ENCLOSED LANDSCAPE TRAILER	15,000
BB MEMORIAL PARK	5201	2012 TORO UTILITY VEHICLE/ W DUMP	KUBOTA UTILITY VEHICLE W/ DUMP OR SIMILAR UTV	25,000
STREETS MAINTENANCE	8064	2006 CAT 416 BACKHOE LOADER	CAT 416 BACKOE LOADER W/ BUCKET, FORKS	130,000
BUILDING	7606	2017 FORD ESCAPE	FORD MAVERICK HYBRID	38,000
BUILDING	7607	2017 FORD ESCAPE	FORD MAVERICK HYBRID	38,000
PARKING SERVICES	585	2020 FORD ESCAPE	CHEVY EQUINOX EV OR SIMILAR COMPACT EV SUV	45,000
PARKING SERVICES	8415	2004 EZGO GOLF CART	ELECTRIC 4 PASSENGER GOLF CART	15,000
WASTEWATER PUMPING STATNS	2637	2015 FORD F550 UTILITY BODY W/CRANE	FORD F550, REG CAB, 4X4,VMAC, UTILITY BODY , CRANE	150,000
WASTEWATER PUMPING STATNS	2640	2015 FORD F550 UTILITY BODY W/CRANE	FORD F550, REG CAB, 4X4,VMAC, UTILITY BODY , CRANE	150,000
WASTEWATER PUMPING STATNS	2538	2016 FORD ESCAPE	FORD F250 / CHEVY/GMC 2500CREW CAB, 4X4, STROBES, TOW, PKG	58,000
WASTEWATER PUMPING STATNS	1883	VALVE ADJUSTING TRAILER	FORD F550 REG CAB, GAS, WACH VALVE MAINT BODY	230,000
WATER DISTRIBUTION	8122	2002 WELLS FARGO TRAILER	8.5 X 20FT ENCLOSED TRAILER , RAMP DOOR FLAT NOSE	15,000
UTILITES ENGINEERING	2904	2019 CHEVY SILVERADO	FORD F150 OR CHEVY/GMC 1500 CREW CAB, LONG BED,4X4,STROBES, LGT BAR	55,000
WAREHOUSE	6600	2016 FORD F150	FORD F250 OR CHEVY/GMC 2500 CONSOLE,CREW CAB,STROBES, TINT, ROLL N LOCK	58,000

DEPARTMENT	UNIT #	PRICE
POLICE DEPARTMENT	34	2,096,000
FIRE	5	313,000
SOLID WASTE	4	950,000
FACILITIES MANAGEMENT	1	50,000
FORESTRY & GROUNDS	4	64,000
BB MEMORIAL PARK	1	25,000
STREETS MAINTENANCE	1	130,000
BUILDING	2	76,000
PARKING SERVICES	2	60,000
WASTEWATER PUMPING STATNS	4	588,000
WATER DISTRIBUTION	1	15,000
UTILITES ENGINEERING	1	55,000
WAREHOUSE	1	58,000
TOTAL FLEET REPLACEMENT PURCHASE	**61**	**4,480,000**

PUBLIC WORKS - FLEET MANAGEMENT DIVISION

EXPANSION - NEW ADDITIONAL PURCHASES- OTHER ACCOUNTS

Commission meeting September 18, 2025

DEPARTMENT	UNIT #	EQUIPMENT DETAIL	PRICE
SOLID WASTE	New	MACK W/ HEIL FRONT LOADER	425,000
SOLID WASTE	New	MACK W/ HEIL AUTOMATED SIDE LOADER	425,000
SOLID WASTE	New	MACK W/ HEIL AUTOMATED SIDE LOADER	425,000
SOLID WASTE	New	FORD F150 OR CHEVY/GMC 1500	50,000
FACILITIES MANAGEMENT	New	FORD F150 OR CHEVY/GMC 1500	50,000
FORESTRY & GROUNDS	New	FORD F150 OR CHEVY/GMC 1500	50,000
FORESTRY & GROUNDS	New	FORD F150 OR CHEVY/GMC 1500 WITH TOOL BOXES	65,000
BUILDING	New	FORD MAVERICK HYBRID	38,000
STREETS MAINTENANCE	New	PRESSURE WASHER TRAILER	20,000
STREETS MAINTENANCE	New	UTILITY VEHICLE , 4X4	18,000
STREETS MAINTENANCE	New	FORD F250W OR CHEVY /GMC 2500/ LIFTGATE	65,000
UTILITY ADMINISTRATION	New	FORD F250 OR CHEVY/GMC 2500 4X4	58,000
UTILITY ADMINISTRATION	New	FORD F250 OR CHEVY/GMC 2500 4X4	58,000
WATER DISTRIBUTION	New	FORD F250 OR CHEVY/GMC 2500 4X4	58,000
STORMWATER MAINTENANCE	New	FORD F250 OR CHEVY/GMC 2500 4X4	58,000
WASTEWATER COLLECTION	New	FORD F250 OR CHEVY/GMC 2500 4X4	58,000
STORMWATER MAINTENANCE	New	FORD F350, UTILITY BODY, VMAC COMPRESSOR, VISE	80,000
STORMWATER MAINTENANCE	New	FORD F350, UTILITY BODY, VMAC COMPRESSOR, VISE	80,000
STORMWATER MAINTENANCE	New	FORD F350, UTILITY BODY, VMAC COMPRESSOR, VISE	80,000
WASTEWATER COLLECTION	New	MACK W/ VAC CON VAC TRUCK	725,000
STORMWATER MAINTENANCE	New	MACK W/ VAC CON VAC TRUCK	725,000
GOLF COURSE MAINTENANCE	New	TORO WORKMAN HDX WITH SPRAYER KIT	59,000
GOLF COURSE MAINTENANCE	New	TORO WORKMAN HDX WITH SPRAYER KIT	59,000
RECREATION & PARKS	New	ALL TERRAIN UTILITY VEHICLE	18,000
SPECIAL EVENTS	New	FORD F150 OR CHEVY /GMC1500	50,000

DEPARTMENT	UNIT #	PRICE
BUILDING	1	38,000
FACILITIES MANAGEMENT	1	50,000
FORESTRY & GROUNDS	2	115,000
GOLF COURSE MAINTENANCE	2	118,000
RECREATION & PARKS	1	18,000
SOLID WASTE	4	1,325,000
SPECIAL EVENTS	1	50,000
STORMWATER MAINTENANCE	5	1,023,000
STREETS MAINTENANCE	3	103,000
UTILITY ADMINISTRATION	2	116,000
WASTEWATER COLLECTION	2	783,000
WATER DISTRIBUTION	1	58,000
TOTAL FLEET NEW ADDITIONAL PURCHASES	**25**	**3,797,000**

Commission Chambers,
Room 119
18500 Murdock Circle
Port Charlotte, FL 33948
CharlotteCountyFL.gov

File #: 2025-7042 **Agenda Date:** 4/22/2025 **Agenda Item #:** 3.

DEPARTMENT MAKING REQUEST
Budget & Admin Services

Title
25-009, Award, Light Duty Vehicles - Annual Contract (Fleet)
REQUESTED MOTION/ACTION

Recommended Action:
a) Approve award of Request for Bids #25-009, Light Duty Vehicles - Annual Contract to Bartow Ford, for a 4.35% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options. Term of contract is from date of award through and including September 30, 2026; and
b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent. This annual contract allows for the purchase of Ford vehicles on an as needed basis.
Budgeted Action:
No action needed. Parts and expenses will be funded by the Fleet Management Fund, and then will be charged back to the department as budgeted in the FY2025 budget process. Funding for this expenditure comes from user fees.

BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)
Background:
This is an annual contract that allows for the purchase of Ford vehicles on an as needed basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder, which is the highest discount.

25-009, Light Duty Vehicles – Annual Contract
Vendors Notified

Matthews - Curie Ford
Company
Nokomis, FL 34275
941-488-6787

Sam Galloway Ford, Inc.
Fort Myers, FL 33907
239-936-2193

Sarasota Ford
Sarasota, FL 34236
888-349-4989

Coconut Point Ford
Estero, FL 33928
239-498-3673

Tamiami Ford Inc.
Naples, FL 34104
239-306-5560

Bartow Ford Co
Bartow, FL 33830
863-533-0425

Brandon Ford
Tampa, FL 33619
813-246-3673

Gator Ford
Seffner, FL 33584
813-980-3673

Weikert Ford Inc.
Lake Wales, FL 33859
863-442-7944

Bill Currie Ford
Tampa, FL 33614
813-872-5555

Lakeland Ford
Lakeland, FL 33815
863-824-7358

Walker Ford Company, Inc.
Clearwater, FL 33764
727-240-1617

Elder Ford of Tampa
Tampa, FL 33612
813-659-5740

Ferman Ford
Clearwater, FL 33763
727-797-2277

Gilbert Ford
Okeechobee, FL 34974
866-641-7429

Karl Flammer Ford Inc.
Tarpon Springs, FL 34689
727-937-5131 x 324

Jarrett-Gordon Ford, Inc.
Davenport, FL 33897
863-547-1303

Ford of Port Richey
Port Richey, FL 34668
727-285-8297

Stivers Ford of Birmingham
Birmingham, AL
205-941-6070

Courtesy Ford
Conyers, GA
762-278-8610

Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 20250009
FORD LIGHT DUTY VEHICLES – ANNUAL CONTRACT

It is the intent of Charlotte County to purchase Ford light duty vehicles, on an "as required" basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

There will not be a Pre-Bid Conference for this project. Please send all questions to the email address below.

BID OPENING: 2:00 p.m., MARCH 19, 2025
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", document number 250092. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549 or email: Alisa.True@CharlotteCountyFl.gov.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit http://bit.ly/3TYAyKa and follow given instructions.

Notice of Availability
Posted: 02/25/2025

CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
LIGHT DUTY VEHICLES - ANNUAL
BID NO. 20250009

DUE DATE: MARCH 26, 2025 **DEPT: FLEET**

Company Name ▶	**BARTOW FORD CO.**	**MATTHEWS-CURRIE FORD CO.**
Location ▶	Bartow, FL	Nokomis, FL
Description ▼		
% Discount off of Ford Factory Invoice	4.35%	0.5%
% Mark-up on Dealer Installed Options	0%	10%

Company Name ▶	**SAM GALLOWAY FORD**
Location ▶	Fort Myers, FL
Description ▼	
% Discount off of Ford Factory Invoice	3.41%
% Mark-up on Dealer Installed Options	0%

Witnesses: Sheri Strong, Contract Specialist and Krista Vigne, Contract Specialist

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Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC, dba National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	72 Hour LLC, dba National Auto Fleet Group
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Jesse Cooper FACBB5730C1E467...
By: _____	By: _____
Jeremy Schwartz	Jesse Cooper
Title: Chief Procurement Officer	Title: National Fleet Manager
Date: 7/2/2024 | 2:37 PM CDT	Date: 7/2/2024 | 2:04 PM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Thursday February 08, 2024 14:26:39
Submitted On:	Wednesday March 27, 2024 18:09:27
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	de37f6a4-b806-40a7-b5b6-766f219b36f2
Submitter's IP Address:	104.35.160.44

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 HOUR, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	72 Hour, LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	National Auto Fleet Group	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Y1FHD2Z1ZDY5	*
5	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
6	Proposer website address (or addresses):	www.Nationalautofleetgroup.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper National Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com 855-289-6572	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper National Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com 855-289-6572	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper National Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Clarkecooper@watsonvillefleetgroup.com 818-618-6136	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group was established in 1987 in Southern California, and boasts a rich history of family-driven success. From humble beginnings with a single dealership, we've grown into a nationwide network of over 15 dealerships, thanks to the dedication and vision of our father. One of our core values has always been fostering a strong company culture, and we achieve this by prioritizing internal growth. We proudly promote from within, leveraging the talent and experience of our dedicated team members. This approach not only ensures continuity and a deep understanding of our values, but also fosters a sense of loyalty and belonging among our employees. This commitment to internal development has been instrumental in our expansion, allowing us to cultivate a leadership team that embodies our core values and drives our continued success. We are proud of the journey we've taken and excited for the future, as we continue to empower our team and provide exceptional service to our customers. For over 35 years, National Auto Fleet Group has remained a family-owned and operated company. The Cooper family has deep roots in the automobile industry, with a passion for exceeding expectations passed down through generations. Today, even our future generations are learning the ropes, ensuring decades more of industry leadership. We aren't just selling vehicles; we're building relationships that last. Our family values of integrity, dedication, and customer service permeate everything we do. This commitment has earned us numerous industry awards and the trust of countless clients. But this is just the beginning. With fresh perspectives from future generations joining the team, we're excited to lead the industry for decades to come. National Auto Fleet Group isn't just about delivering vehicles; it's about delivering peace of mind. Our unwavering commitment to the 4 RIGHTs: delivering the RIGHT vehicle, at the RIGHT time, to the RIGHT place, and at the RIGHT price, ensures our clients experience unmatched satisfaction and success. Since 1987, we've witnessed the auto industry shift gears, evolving from gas-powered machines to the cutting edge of all-electric and fuel cell technology. Through it all, one thing has remained constant: our core values. Even in today's rapidly changing landscape, we hold steadfast to the principles that have guided us for decades. These values – internal growth, customer focus, efficiency, teamwork, accountability and integrity are the engine that powers our growth and fuels our commitment to exceeding expectations. While the vehicles we offer may have changed, our dedication to providing superior customer service remains as strong as ever. We embrace the future with the same passion and determination that fueled our success in the past, ensuring that our customers continue to receive the exceptional service they deserve.	*
11	What are your company's expectations in the event of an award?	Securing another Sourcewell contract would mark our sixth, propelling us to even greater heights by leveraging our proven track record of serving customers nationwide. This expansion fuels our commitment to invest in our divisions, particularly our Partner Program (details in uploaded Zip file). This innovative program empowers members to recommend local upfitters, fostering win-win partnerships and delivering	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have demonstrated throughout the past 12 years to our financial institutions that we stability in the market place and with this meaning data our bank has provided us with a $ 72,000,000 floor plan limit to help in our growing operations which include Sourcewell Members.	*
13	What is your US market share for the solutions that you are proposing?	Our US market share for the products and models we are offering is roughly 70-80% as represented by the 15 manufacturers.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we haven't yet entered the Canadian market, National Auto Fleet Group's proven track record of success fuels our aggressive expansion plans, with a strong focus on international markets like Canada. We are confident that our expertise and commitment to innovation will allow us to make a significant impact in the near future, expanding our reach and serving customers across new borders.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	A) we are best described as a distributor/dealer/reseller and all our written authorization documents are attached in the Related Certificates section.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	What is required does vary from state to state however we 72 Hour LLC, do hold all applicable licenses and certifications required by the State of California to sell, service and delivery New/Unused Vehicles we are franchised for and sell, service and delivery any vehicle we are not franchised for through our resellers permit. All our dealer partners across the county have provide us with there dealer certificates and department of motor vehicles certificates to allow NAFG to partner and sell there products. All documents are attached in the Certificates section.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None exist	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	NAFG has a strong track record of success, consistently ranking among the top dealerships in Government Sales for Ford Motor Company and receiving high recognition from General Motors for its Chevrolet brand. The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years
20	What percentage of your sales are to the governmental sector in the past three years	In our division in Fleet, we have sold about 95% to Government accounts
21	What percentage of your sales are to the education sector in the past three years	As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year during the past three years. Second, our Sourcewell Contract's 091521 and 060920 which over the past three years LADWP Contracts valued over $ 220,000,000 City of San Diego Contracts valued over $ 120,000,000
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles (CA)	David Comer	310-732-3794
Los Angeles Department of Water & Power (CA)	Philip Ly	818-771-3607
City of Jersey City (NJ)	James Lovero	201-547-4423
Washington Suburban Sanitary Commission (Maryland)	Jarrett Baumgartner	301-206-4226
Town of Hempstead (NY)	Christopher Carter	516-812-3555

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Port of Los Angeles Mr. David Comer 310-732-3794	Government	California - CA	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000
Los Angeles Department of Water & Power Mr. Philip Ly 818-771-3607	Government	California - CA	Provided New Vehicles with Upfits	Over $ 20,000,000	Over $ 80,000,000
City of Jersey City Mr. James Lovero 201-547-4423	Government	New Jersey - NJ	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000
Washington Suburban Sanitary Commission Mr. Jarrett Baumgartner 301-206-4226	Government	Maryland - MD	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000
El Paso Water Mr. Ivan Ibarra 915-594-5712	Government	Texas - TX	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	National Auto Fleet Group boasts a robust sales force exceeding 100 dedicated personnel. This includes both direct employees and a network of partner dealers, ensuring comprehensive support for dealerships and our dedicated fleet division. Our indirect sales force seamlessly complements our direct team, effectively serving existing member needs. As our member base expands, we're committed to scaling our team accordingly to maintain exceptional service levels.	*
27	Dealer network or other distribution methods.	NAFG leverages an unparalleled franchise network encompassing 15 leading manufacturers. These industry giants, like (Ford Motor Company, General Motors, CDJR, etc..), boast a nationwide presence, ensuring our members receive seamless service and warranty repairs for their vehicles. Historically, auto manufacturers have faced challenges in distributing automobiles and cab chassis. However, the United States boasts the world's most efficient automotive supply chain network, and as franchised dealers of these renowned brands, NAFG capitalizes on this advantage to efficiently ship and supply vehicles to our members nationwide.	*
28	Service force.	Our extensive network of service locations, spanning thousands of facilities across our 15 manufacturers, ensures convenient access for our members. This comprehensive coverage allows them to easily find service stations or warranty repair facilities nearby, minimizing downtime and maximizing convenience. While Alaska and Hawaii may have slightly larger distances between dealerships, our members can still rely on our network for support, potentially with extended lead times.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Members can place orders with NAFG for all products we are offering, we will either place the order with the OEM as we are franchised for or we will provide the order to our partner dealer who was part of the quote generation from the start with the member so we can allow there relationship to maintain while serving the member. NAFG maintains the role of administering and facilitating the transaction between the member and the OEM dealer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	I understand that you want me to use the information in your ZIP file, specifically the "Member Walk Through" document, as a reference to explain your Customer Service programs. Here's a breakdown based on the information you provided: Obtaining Quotes Online: ● Members can register on our website (https://www.nationalautofleetgroup.com/) for free. This protects member pricing. ● After registration, they'll receive a welcome email with a demo video explaining the website. ● A secure dashboard keeps all quotes organized. ● Members choose their desired brand, model year, and category (cars, vans, etc.). ● Filters help narrow down options (cab style, drivetrain, bed length). ● All available factory options are displayed for easy selection. ● Sourcewell Price reports show MSRP, member price, and savings (percentage and dollar amount). ● Optional extras include additional keys, manuals, sales tax, and upfits. ● A final, printable quote package includes a unique Sourcewell Quote ID number, description, and specifications. Partnering with Upfitters: ● A dedicated website (https://www.nationalautofleetgroup.com/) connects members with upfitters. ● Upfitters can learn about partnering with NAFG to serve local members. ● This simplifies the process of getting a vehicle upfitted. Tracking Orders: ● Members can track orders directly on the main website using the "Track your order" feature. ● Orders can be tracked by entering the purchase order number, quote ID, upfit quote ID, or VIN. Order Confirmation: ● NAFG sends a courtesy confirmation email to double-check order details (color, quantity, upfit, specifications). ● Title information is requested to expedite paperwork at delivery. Factory Order Cut-Off Notices: ● The website highlights upcoming factory order cut-off dates. ● This information is also printed on the quote cover page (when available). Price Validation Example: ● A sample build process showcases member pricing benefits. ● The example shows the difference between MSRP, member price, and total savings (percentage and dollar amount). (Provide an example with savings %) ● This emphasizes the additional discount offered by NAFG.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as "NAFG Top 1,000 Member Clients" PDF	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	National Auto Fleet Group is poised to expand into Canada, leveraging our proven business model and expertise. We believe the favorable exchange rate and our competitive pricing structure create an ideal opportunity to partner with Canadian dealer groups, ultimately serving members across North America.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are not serving Canada at this moment.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We're happy to service all Sourcewell members through our 24/7 website. We offer government members a specific discount program in recognition of their use of taxpayer funds. For non-profit organizations, we've designed a tailored pricing program to meet their unique needs and budgets. We'll work with each non-profit on a case-by-case basis to ensure they receive the most value from our services.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For members in Alaska, Hawaii, and US Territories, the only membership requirement is the same as for all other members. However, due to logistical shipping constraints in these regions, additional costs may apply. We currently provide members in Alaska with chassis cabs with upfits. In these cases, the member agrees to cover the extra shipping cost, port cost, and driver cost associated with loading and unloading their vehicles from port to port. This additional cost would be clearly outlined in any quote provided to members in these regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group utilizes a number of outbound strategies to promote the Sourcewell Vehicle contract. National Auto Fleet Group isn't waiting for government agencies to come knocking about the Sourcewell Vehicle contract. Instead, we're proactively hitting the gas pedal with outbound marketing strategies. With outbound marketing, NAFG initiates by pushing the message out to our government agencies. Examples include: . ● Cold Email Campaigns: Tailored messages reaching relevant government agencies directly. Examples include new vehicle pricing availability, in stock units, new website features, holiday themed flyers and vehicle cutoff dates. ● Trade Show Presence: Engaging exhibits and knowledgeable representatives making connections at key events. ● Targeted Content: Creating diverse campaign materials that resonate with different government segments. For example, police vehicle availability flyers for police agencies. ● Data-Driven Decisions: Tracking results and optimizing campaigns for maximum impact such as open rates, click-through rates to gauge the effectiveness of our email campaigns Our use of Campaigner Email Marketing platform service is a CRM database used to monitor, send and track effectiveness of emails and more. This service has assisted in streamlining email flyer messages to many of our government agencies across the United States. Campaigner has been an essential tool in not only creating new campaigns but recurring campaigns to ensure our message is sent to new potential clients. This type of outbound marketing fosters proactive engagement with potential customers, sparking their interest in our products. We invite them to explore the diverse product range showcased on our NAFG website, conveniently accessible through both phone calls and website visits. To further empower their buying journey, we encourage registration. It not only unlocks real-time product availability, but also grants access to our innovative self-quoting system. This intuitive tool empowers customers with the autonomy to create unlimited personalized quotes, tailoring them to their specific needs and budget. By eliminating the wait for traditional quotes, this self-service option streamlines the process, fostering a sense of control and ownership for the customer. Ultimately, this outbound marketing approach, coupled with our user-friendly self-quoting system, empowers potential customers to confidently explore and confidently make informed decisions. Business to Business Marketing: National Auto Fleet Group National Auto Fleet Group (NAFG) acknowledges the importance of building strong relationships with local upfitting body companies. That's why we employ strategic business-to-business (B2B) marketing strategies to attract potential partners and create a mutually beneficial ecosystem. Introducing Our Partner Website: We encourage any body upfitting company to visit our dedicated partner website: www.nafgpartner.com. This platform makes it easy for local upfitting companies to explore the benefits of collaborating with NAFG. Key Perks for Upfitting Body Companies: ● Enhanced Visibility: Get the body company's company profile listed on our website, making them searchable by NAFG's extensive network of government clients. ● Targeted referrals: We actively connect upfitting companies with qualified government clients seeking their specific expertise. ● Profile Customization: Partners are encouraged to create a unique profile showcasing the body company's strengths, experience, and service offerings. ● Geographic Reach: Expand the network by having our partners' contact information and location displayed on our interactive map. By partnering with NAFG, body companies gain access to a vast pool of potential government clients seeking vehicle upfitting services. In turn, the body company helps us fulfill client needs and deliver comprehensive vehicle solutions. National Auto Fleet Group also exercises the use of inbound marketing strategies to promote our Sourcewell Vehicle contract. Our marketing department cultivates a targeted audience by maintaining a database of registered government agencies on our website and nurturing past customers who have experienced the benefits of our offerings. This allows us to deliver relevant content and resources directly to those already interested in our solutions, fostering trust and brand loyalty. Relationship building is another technique used to foster positive relations with clients to become long-term customers. NAFG team provides excellent customer service and support to encourage word of mouth referral. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and referrals.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The creation of the National Auto Fleet Group app is one way to build a stronger relationship with interested buyers and empower them with the information they need. By downloading our NAFG app, clients are able to: ● Receive instant push notifications on their phones regarding new vehicle availability: Be the first to know when new vehicles arrive on the lot that match your specific needs and preferences. ● Stay informed about crucial cutoff dates: Ensure clients don't miss out on deadlines by having them conveniently delivered straight to your phone. ● View Available In-Stock Units: Scroll through a list of in stock vehicles available on our website. A specific inbound marketing tactic that can significantly boost our online presence is the development of search engine optimization (SEO). By optimizing our website for relevant keywords and user experience, we can attract more qualified visitors organically and establish NAFG as a leading name in its field. Here's how we're actively implementing SEO on the NAFG website: Rewriting the NAFG Story: ● By crafting a compelling and informative webpage that clearly defines who we are, what we do, and how we benefit our audience. ● Included relevant keywords naturally throughout the content, including product names, mission statement, and contract numbers. ● Ensured the page is concise and scannable, breaking up text with headings and bullet points. 2. On-Page Optimization Techniques: ● Title tags: Each page includes a unique and descriptive title tag, under 65 characters, that accurately reflects the content and includes relevant keywords. ● Meta descriptions: Crafting captivating meta descriptions (under 155 characters) that entice users to click and summarize the page's value proposition. ● Header tags: Structured the content with clear headings and subheadings (H1, H2, etc.) to improve readability and search engine crawlability. ● Images: Optimize image file names and alt text with relevant keywords to increase accessibility and image search ranking. ● Internal linking: Connecting related pages within the website using descriptive anchor text ● Social media: Ensure social media profiles and share buttons are linked to our pages. By implementing these actionable SEO strategies, we can significantly improve NAFG's online presence, attract more qualified leads, and establish ourselves as a thought leader in the industry. When the terms “government fleet vehicle purchasing”, “purchasing vehicles for the government”, “government vehicle purchasing”, “how do I purchase vehicles for the government”, “purchasing government fleet”, “government vehicle procurement”, “procuring vehicles for the government”,are entered in the google search button, NAFG is on the top five search results. Social media is a critical part in the way people communicate and connect with each other. Linkedin offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. Platforms like LinkedIn offer invaluable tools for professional networking, allowing individuals to expand their network by finding and connecting with relevant professionals and industry leaders. A prime example is National Auto Fleet Group, which effectively utilizes LinkedIn to reach out to current and potential members through personalized messages, fostering stronger relationships and community engagement. Beyond professional connections, social media serves as a powerful bridge between individuals and their governing bodies. By following government pages on Instagram and Twitter, government municipalities can gain valuable insights into pressing issues and important announcements
38	In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contract to ensure products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors. Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to go out to bid. Sourcewell has done the bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with their vehicle purchasing needs. The cost savings and stress free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within National Auto Fleet Group Sourcewell isn't just a trusted brand; it's a comprehensive solution for government procurement. From vehicles and food to technology and administrative services, they offer a diverse range of high-quality products and services. Partnering with pre-vetted vendors ensures reliability and peace of mind. The flexibility of Sourcewell contracts allows us to tailor our services to a specific need, unlike the one-size-fits-all approach of typical bidding. Government agencies across the United States, like NAFG, have utilized Sourcewell to procure their needs efficiently.

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicle makes and models with the ability to customize a vehicle tailored to the specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minus depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached through phone, email, live chat or noted on the self-quoting online system. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If support is required to build a quote, our sales reps are available to assist the client step by step. Once the vehicle is built to the client's needs, government agencies are also able to upload a purchase order from their account to purchase a vehicle. NAFG will then process the purchase order and place the vehicle on order with the manufacturer. Government agencies are also able to track the status of their order using the ETA tracking available on the NAFG website. Our website puts the power to order vehicles directly in your hands, with a user-friendly approach that empowers government agencies to choose the perfect solution for their needs. Browse through a comprehensive selection of vehicle makes and models, or customize your ideal vehicle with features tailored to your specific requirements. Get a personalized quote with upfront pricing in as little as 5 minutes, depending on the complexity of your chosen vehicle. Upfitting needed? No problem! Reach out to our dedicated sales team via phone, email, live chat, or simply mention your requirements directly in the self-quoting system. Once a government municipality is ready to purchase, they can simply submit a purchase order through their online account. We offer complete autonomy, allowing buyers to acquire vehicles without needing to speak directly to a sales representative. However, our expert team is always available to assist if they need a helping hand. Our assistance is available via email, live chat, or phone – For government agencies, the process is streamlined even further. They are able to stay informed throughout the entire journey with our convenient ETA tracking system, accessible right on the NAFG website. Experience the convenience and control of online vehicle ordering for government agencies with NAFG. Visit our website today and empower your agency to acquire the perfect vehicle solution. As of today, National Auto Fleet Group has over 8000 members registered on our website and 2400 customers buying from us.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at NAFG cost.
41	Describe any technological advances that your proposed products or services offer.	With world leaders in chassis technology like Ford Motor Company, General Motor's and MACK Truck which the member automatically gets the benefit of the latest up to date technology NAFG offers our dealer body to the members for the most leading up to date information.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	NAFG has Partnered to create a 400 US Mayor Drive Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ford Motor Company and General Motors just to name 2 of the 15 OEM's we are representing have leading edge certifications and rating which provide them the ability to offer there products nationwide.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We hold a Minority Certification through the California Clearing House Authorization
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NAFG's dedication to the member. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	We have attached all Warranty information provided by all 15 manufacturers offered in our proposal as an added attachment.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each manufacturer have there own usage restrictions that a member should be aware of. Such an improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, in some cases of a breakdown event, manufacturers would tow your vehicle to there nearest warranty repair facility.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are passed on to the original equipment manufacturer.	*
51	What are your proposed exchange and return programs and policies?	We offer no exchange, return programs or policies. Once an order is in production with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable.	*
52	Describe any service contract options for the items included in your proposal.	We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 20, with a 10-day grace period.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "Member Walk Through"	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We attached our Standard Documents that all member would see in a typical transaction. Starting with all quotes which contain there unique Quote ID on the top of each quote. A member can then call and help us identify which quote they are inquiring within so we can help hem quicker. Each quote has its list of standard equipment and selected equipment the member has chosen for themselves. Followed by the contract discount on each cover page so the member can easily see there Sourcewell saving. A sample transaction has been attached.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, up to $ 2,500 per vehicle, any amount higher than $ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAFG is offering Line Item Discounts Off MSRP for 15 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Summary Page in the price file.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Each Manufacture Product Range is detailed in the tabs below, here is an overview Ford Motor Company from 1.16% to 6.00% RAM Stallantis Company from 4.13% to 4.14% Chevrolet from 6.83% to 6.92% Autocar at 9.00% ISUZU at 5.00% Volvo at 12.00% Freightliner from 4.76% to 15.15% Western Star from 15.00% to 20.00% MACK from 3.00% to 26.36% Kenworth from 13.83% to 32.80% Peterbilt from 10.27% to 31.56% Battle Motors at 25.00% RIZO from 38.25% to 38.46% REE at 7.00% Bollinger Motors at 5.50% Upfits can be added at dealer invoice up to 20%, detailed in the price file.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We encourage any and all members to contact us if considering ordering 100 at time of order or more units for an additional discount quote.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 20% mark-up if applicable.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item needed special training or installation, these charges would be added as part of the upfit and included in the members quote.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers charge a standardized “Factory Destination Charge” which is displayed on all window stickers and on all trucks on a dealer’s lot. This is not the needed destination charge that maybe charged to then ship a chassis to and from an installer, these subsequent movements are all added freight charges and will displayed on the members quote.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Offers Members of Sourcewell the very best selection and service for the overall best value we can offer.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have created a member friendly to build and price there chassis cabs on, the pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We have internal charts that track how many members we are serving per month and what regions we need to market into to raise awareness of Sourcewell and our contract. We also track how many vehicles we deliver to members to see if our volume is picking up or where the current market is at as it does fluctuate.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines: Flat $ 400 per unit for all units excluding Alan Jay Automotive Network in Florida Units sold through Alan Jay Automotive Network in Florida will have a$ 200 flat	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	15 Manufacturers totaling 200 makes and models ranging from Class 4 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAFG Lists all makes and models in each ZIP file under ZIP File “All 15 Manufacturers” representing a combined hundred’s makes and model/engine combinations for members to choose from along with a subtitle “Upfits” detailed in the price file.	
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Leading materials are used by the OEM's daily to safely supply all members with the best on the market place for each OEM.	
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Each OEM has there own unique attribute that all cater and serve the members.	

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
75	Class 5 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. All upfitting is available and outlined in the pricing summary.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ○ No		*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ○ No		*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	○ Yes ○ No		*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	○ Yes ○ No		*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	○ Yes ○ No		*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ○ No		

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell 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 Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. 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."

- Pricing - NAFG Price File 032824.zip - Wednesday March 27, 2024 16:08:51
- Financial Strength and Stability - Financial Strength and Market Stability 032824.zip - Tuesday March 26, 2024 21:32:50
- Marketing Plan/Samples - 032824 NAFG Marketing Plan.zip - Tuesday March 26, 2024 21:30:53
- WMBE/MBE/SBE or Related Certificates - Insurance and Realted Certificated 032824.zip - Tuesday March 26, 2024 21:33:17
- Warranty Information - Warranty Information 032824.zip - Tuesday March 26, 2024 21:42:37
- Standard Transaction Document Samples - 032824 Standard Transaction Document.zip - Wednesday March 27, 2024 13:28:58
- Requested Exceptions (optional)
- Upload Additional Document - 032824 Uploaded ALL 15 MANUFACTURED MODEL's and ELECTIRC SPEC's.zip - Wednesday March 27, 2024 01:25:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, National Fleet Manager, 72 Hour LLC, DBA National Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

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_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1





Host Sheriff Procurement – Hillsborough County Sheriff's Office
FSA-HCS-AVP1.0: Assorted Vehicle Procurement
Awarded: October 28, 2024
Effective Through: October 27, 2028 (Initial Term)

The Hillsborough County Sheriff's Office competitively procures the Host Sheriff Procurement Contracts in accordance with Chapter 30 and Chapter 163, Florida Statutes, and the best practices articulated in Chapter 287, Florida Statutes. Resulting contracts are available to all eligible purchasers identified by Rule 60A-1.001, Florida Administrative Code, and state and local government agencies nationwide. The HCSO Master Agreement is available on FSA's website at www.flsheriffs.org/purchasingprogram/ .

Awarded Vendors:

- Alligator Alley Harley Davidson
  - Website: www.alligatoralleyharley.com
  - Contact: Stephen Otton 954-414-4135 ext. 3118 stepheno@alligatoralleyharley.com
- Bozard Ford
  - Website: www.bozardford.com
  - Contact: Jeff Young 904-824-1641 jyoung@bozard.com
- Carl Black of Orlando
  - Website: www.carlblackoforlando.com
  - Contact: Edgar Massoni 305-781-3661 emassoni@carlblack.com
- Crown Buick GMC
- Crown Kia
- Crown Nissan
- Crown Eurocars
  - Website: www.crowncars.com
  - Contact: Seth Edelman 727-939-6606 - desk 303-906-0444 - cell sedelman@crowncars.com
- Crown Dublin (Crown Chrysler Jeep Dodge Ram)
  - Website: www.crowncars.com
  - Contacts: Tim Duffey 614-761-2360 tduffey@crowncars.com
    Seth Edelman 727-939-6606 - desk 303-906-0444 - cell sedelman@crowncars.com
- Duval Ford
  - Website: www.duvalford.com

- Contact: Jeff Eason 904-388-2144 jeff.eason@duvalmotor.com

- Ferman Buick Pontiac GMC
- Ferman Chrysler Jeep Dodge Ram
  - Website: www.fermanauto.com
  - Contact: Luke Miller 813-929-2400 lmiller@ferman.com

- Ferman Chevrolet
  - Website: www.fermanauto.com
  - Contact: Sandy MacDonald 813-929-2400 smacdonald@ferman.com

- Ferman Ford of Countryside
  - Website: www.fermanfordclearwater.com
  - Contact: Jason Bray 727-797-2277 jason.bray@ferman.com

- New Smyrna Beach Chevrolet
  - Website: www.newsmyrnachevy.com
  - Contact: Thomas Mahoney 631-651-1838 tm@amvetworks.com

- Stingray Chevrolet
  - Website: www.stingraychevrolet.com
  - Contact: Peter Popiel 813-359-5016 magicpeterfleet@gmail.com

- Village Cadillac Toyota
  - Website: www.villagecadillac.com and www.villagetoyota.com
  - Contact: Pam Mills 352-621-7116 pmills@dimmitt.com

- Volcanic Partners
  - Website: www.volcanicbikes.com
  - Contact: Christopher Snere 509-427-8623 info@volcanicbikes.com

Covered Services and Products:

- Assorted vehicles for immediate purchase from dealer inventory, at contracted discount off MSRP/window sticker price

  - Administrative Sedans - Chevrolet, Dodge, Ford, Kia, Nissan, Toyota

  - Cab and Chassis Trucks 4x2 - Chevrolet, Ford, GMC, Mercedes-Benz

  - Cab and Chassis Trucks 4x4 - Chevrolet, Ford, GMC

  - Cargo and Passenger Vans - Chevrolet, Chrysler, Ford, GMC, Mercedes-Benz, Ram, Toyota

  - Electric and Plug-In Hybrid Vehicles - BrightDrop/GM, Chevrolet, Chrysler, Ford, Nissan

  - Electric Bikes and Transports - Volcanic

- Motorcycles - Harley Davidson (Pursuit-Rated)
- Pickup Trucks 4x2 - Chevrolet, Ford, GMC, Ram, Toyota
- Pickup Trucks 4x4 - Chevrolet, Ford, GMC, Toyota
- Utility and Hybrid Vehicles 4x2 - Chevrolet, Dodge, Ford, GMC, Kia, Nissan, Toyota
- Utility and Hybrid Vehicles 4x4/AWD - Chevrolet, Dodge, Ford, GMC, Kia, Nissan, Toyota

HCSO Tabulation Sheet

HCSO Tabulation Sheet - Pricing Details

HCSO ITB Document

HCSO Vendor Award Letters:

- Alligator Alley
- Bozard Ford
- Carl Black of Orlando
- Crown Buick GMC
- Crown Kia
- Crown Nissan
- Crown Dublin
- Crown Eurocars
- Duval Ford
- Ferman Buick GMC
- Ferman CJDR
- Ferman Chevrolet
- Ferman Ford
- New Smyrna Beach Chevrolet
- Stingray Chevrolet
- Village Cadillac Toyota
- Volcanic Bikes

Special thanks to the lead agency, Hillsborough County Sheriff's Office, for your commitment to further the mission of the Florida Sheriffs Association through your partnership.

DocuSign Envelope ID: F7D0EA8B-8C13-461F-8CDD-B76FF74E3A1D

Department of MANAGEMENT SERVICES
We serve those who serve Florida

State Term Contract
No. 25100000-23-STC
For
Motor Vehicles

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Alan Jay Automotive Management, Inc. dba Alan Jay Fleet Sales** (Contractor), collectively referred to herein as the "Parties."

Accordingly, for the good and mutual consideration hereby acknowledged, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for two years. The Initial Contract Term shall begin on May 17, 2023. The Contract shall expire on May 16, 2025, unless terminated earlier in accordance with the Special Contract Conditions and Additional Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract for one year, in whole or in part, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

DocuSign Envelope ID: F7D0EA8B-8C13-461F-8CDD-B76FF74E3A1D

a) This Contract document
b) Exhibit A, Scope of Work
c) Exhibit B, Cost Sheet (Group 1 – 7)
d) Exhibit C, STC Additional Special Contract Conditions
e) Exhibit D, Special Contract Conditions
f) Exhibit E, Price Quote Form (PQF)
g) Exhibit F, Acknowledgement of Order Form

IV. Contract Management.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:
Chris Wilson
Alan Jay Automotive Management, Inc. dba Alan Jay Fleet Sales
5330 US HWY 27 South
Sebring, FL 33870
Telephone: (863) 402-4234
Email: Chris.Wilson@AlanJay.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

Alan Jay Automotive Management, Inc dba Alan Jay Fleet Sales	**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**
DocuSigned by: Chris Wilson 1E6391CA18A548E...	DocuSigned by: Pedro Allende 5E01A0D360EB47C...
Chris Wilson	**Secretary, Pedro Allende**
5/15/2023 | 8:27 AM PDT	5/16/2023 | 12:59 PM EDT
Date:	**Date:**

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Exhibit A
Scope of Work

1. Purpose

To provide Customers with new and unused Motor Vehicles on a statewide basis, pursuant to the terms set forth in this Scope of Work. Contractors shall provide Motor Vehicles and applicable Options in accordance with the scope contained herein. All State Agencies shall comply with section 287.151, Florida Statutes, when purchasing under this Contract. The Motor Vehicles offered under the Contract shall be classified under the following Groups and Sub-Groups, which are listed and described as follows:

- Group 1: Law Enforcement Vehicles
  - Sub-Group A: Police Pursuit Vehicles
  - Sub-Group B: Special Service Vehicles
  - Sub-Group C: Transport Vans
  - Sub-Group D: Non-Specialized Vehicles for Law Enforcement Use Only
  - Sub-Group E: Motorcycles
- Group 2: Sedans and Hatchbacks
  - Sub-Group A: Sedans
  - Sub-Group B: Hatchbacks
- Group 3: Minivans and Vans
  - Sub-Group A: Minivans
  - Sub-Group B: Vans
  - Sub-Group C: Cutaways/Chassis Cabs
- Group 4: Sport Utility Vehicles
  - Sub-Group A: Crossover Sport Utility Vehicles
  - Sub-Group B: Traditional Sport Utility Vehicles
- Group 5: Light Duty Trucks
  - Sub-Group A: Compact and Mid-Size Pickup Trucks
  - Sub-Group B: Full-Size Pickup Trucks
- Group 6: Medium Duty Trucks
  - Sub-Group A: Pickup Trucks
  - Sub-Group B: Chassis Cabs
- Group 7: Low Speed Vehicles

2. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Attachment D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Brand – A particular name under which a Motor Vehicle or Option is sold by a Manufacturer. Examples include, but are not limited to: Ford, GMC, Chevrolet, Nissan, Toyota, etc.

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Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, Florida Statutes, from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity – As defined in section 287.012, Florida Statutes.

Commodity Code – The State's numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor resulting from ITB No. 23-25100000-ITB.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters into a Contract with the Department as a result of receiving an award from ITB No. 23-25100000-ITB. A Contractor can be a Manufacturer or Dealer.

Cost – The actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

Cost Plus Percentage – The percentage the Contractor is allowed to charge above the Cost of the Model and applicable Options.

Customer – A State agency or Eligible User.

Dealer – A Manufacturer's certified dealer who has been authorized by the Manufacturer to market, sell, provide, and service the Models or Options from the Manufacturer. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

Department – The Department of Management Services, a State agency.

Eligible User – As defined in Rule 60A-1.001, Florida Administrative Code.

Free on Board (FOB) Destination – A shipping method as defined in section 672.319(1)(b), Florida Statutes.

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Group – A series of Models with applicable Commodity Codes, which are described in this Scope of Work and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

Manufacturer – The original producer of a Motor Vehicle or Option, which may be sold under a Brand name. Examples include, but are not limited to: Ford Motor Company, General Motors (GM), Nissan Motor Corporation, Toyota Motor Corporation, etc.

Manufacturer's Last Order Date – The final date the Manufacturer stops accepting orders for a Model, either for a specific production year or overall (i.e., the discontinuation of a Model).

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities or services without the benefit of the Contract.

Model – A particular name used to identify a collection of Motor Vehicles that are sold under the same Brand name and are similar in style and appearance. Examples include, but are not limited to, Ford F-150, GMC Sierra, Chevrolet Suburban, Nissan Titan, Toyota Corolla, etc.

Motor Vehicle – A specific vehicle that meets the definition of "Motor vehicle" contained in section 320.01(1), Florida Statutes, or a specific vehicle that meets the definition of "Low-speed vehicle" as contained in section 320.01(41), Florida Statutes. The term includes all Options that are attached to or provided with the vehicle when it is manufactured. The Cost Plus Percentage shown in Attachment C, Cost Sheet (Group 1 – 7), shall apply to the Cost for the Motor Vehicle, regardless of whether any Options were specifically requested by the Customer or are considered "standard" or "optional" for the trim level ordered by the Customer.

Options – Options which meet the requirements, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Motor Vehicle by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry. Options include the following types:

- Non-Original Equipment Manufacturer (OEM) Option – A new and unused Option intended for the Motor Vehicle that is produced by a party other than the OEM. May also be referred to as an aftermarket Option.

- OEM Option - A new and unused Option intended for the Motor Vehicle that is produced by the OEM.

State – The State of Florida.

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Sub-Group – A specific series of Models within a Group, which are described in this Scope of Work and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

3. Minimum Specifications and Standards

The Contractor shall ensure all Motor Vehicles and Options offered under this Contract comply with the following:

a. Designed, constructed, equipped, assembled, and installed to be fully suitable for their intended use, purpose, and service pursuant to this Scope of Work;

b. New and unused (except as specified in the Transportation and Delivery section of this Scope of Work), for the Manufacturer's latest Model year available,of current or recent production, and of the latest available design and construction;

c. Include all features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current procedures and requirements for the applicable Manufacturer's Motor Vehicles;

d. Free of damage, defect, and rust which may affect appearance,operability, functionality, or serviceability;

e. Motor Vehicles and Options ordered by the Customer are fully compatible with each other;

f. Comply with current legal, customary, reasonable, and professional standards of the Motor Vehicle and transportation equipment manufacturing industry;

g. Comply with current mandatory and applicable federal and State of Florida Motor Vehicles standards and requirements including, but not limited to, all legal, safety, and environmental standards and requirements; and

4. Advertising and Marketing

No Dealer's advertising and identification (name, logos, etc.) is permitted on any Commodity offered under this Contract. The Manufacturer's advertising and identification (name, Model, logos, etc.) is permitted on any Commodity provided under this Contract if such advertising and identification is a Manufacturer's practice. The Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising and identification. The Department and Customers reserve the right to, in their sole discretion, determine what advertising and identification is considered unacceptable under this Contract.

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5. Luxury, Performance, or Sport Motor Vehicles or Options

No luxury, performance, or sport Motor Vehicles or Options shall be permitted under this Contract. The Bureau of Fleet Management and the Contract Manager shall determine what is considered luxury, performance, or sport. All Options and equipment must be approved by the Bureau of Fleet Management in accordance with 60B-1 F.A.C.

6. Installation

When installation is required, the Contractor shall be responsible for ensuring the installation of the Options in the required locations at no additional charge, as specified in the Charges and Fees section. Options shall be assembled and installed by the Manufacturer, Dealer, or at the port. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance or render it structurally or operationally unsound. Installation includes the furnishing of any materials required to install or replace the parts in the proper location. The Contractor shall protect the installation site from damage and shall repair any damages caused during installation. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on the installation site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat andunobstructed condition, with everything in satisfactory repair and order.

6.1 Body Transfer and 3rd Party Body Installations

In the event the Customer chooses to purchase or supply a cab and chassis, or cutaway van separately, the Contractor must comply with section 319.21, Florida Statutes, perform Manufacturer required pre-delivery inspection, and ensure all proper tag and title documents are present during the inspection and delivery pursuant to Florida license requirements. The Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of aftermarket Options only. The Department reserves the right to reject an installation charge if, within the Department's sole discretion, the proposed installation charge does not align with market prices. The Manufacturer must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of a body transfer or 3rd party body installations must be included in the Motor Vehicle's price; however, an additional cost may occur for installation by the Contractor or body upfitter. The installation cost may vary due to the body configuration; however, the installation price shall be included on the Price Quote Form (PQF) from the Contractor.

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7. Warranty Repairs and Adjustments

All warranty repairs and adjustments are covered throughout the Contract term at no additional cost to Customer(s) or the Department. The Manufacturer shall be responsible for warranty and recall services performed, regardless of whether the Contractor actually performed the service. Nothing in this section requires or allows the Contractor to require the Customer to return the Motor Vehicle to the Contractor for warranty repairs and adjustments. The Customer shall be able to return the Motor Vehicle to any location authorized by the Manufacturer to perform warranty repairs and adjustments at no additional cost to the Customer.

7.1 Extended Warranty

This Contract does not include "extended warranty" service agreements. However, the Contractor may offer Customers "extended warranty" service agreements for the maintenance and repair of Commodities after the initial warranty expires, but not as a term of this Contract. The Contractor will list this additional service as a separate item on the invoice.

8. Federal and State Standards

All requirements herein are in full and complete compliance with all federal and State of Florida laws, standards, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. It is the intent of the Department that the Contractor(s) comply with all applicable federal and State of Florida regulations regarding the Commodities and contractual services' safety and environmental requirements, including any legislation or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Contractor(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of Commodities and contractual services provided. If a conflict exists, the Contractor, regardless of whether it is the Manufacturer or Dealer, shall contact the Department's Contract Manager in writing no later than 24 hours after identification of the conflict.

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9. Warranty

The Manufacturer's warranty shall cover all Commodities and contractual services offered under the Contract. The Manufacturer's warranty is required to provide coverage against defective material, workmanship, and failure to perform. The Manufacturer's warranty coverage shall be identical to or exceed those normally provided for the Commodities and contractual services specified herein that are sold to any Federal, state, or local governments. The Manufacturer's warranty shall be in effect for a minimum term of one year from the Customer's acceptance, as specified in the "Inspection and Acceptance" section. Should the Manufacturer's warranty conflict with any requirements, terms, or conditions of the Contract, the Contract requirements, terms, and conditions shall prevail. Customers shall contact the Dealer or Manufacturer regarding the Manufacturer warranty terms and conditions.

10. Recalls

In the event there is a recall of any of the Motor Vehicle or Options, the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure that defective Motor Vehicle and Options are rectified, replaced, and destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts related to recalls shall be at Contractor's own expense.

11. Manufacturer's Last Order Date and Production Schedule Changes

The Contractor shall provide notification of a Manufacturer's Last Order Date by email to the Department's Contract Manager no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date. When available, the Contractor shall immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Date to the Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one Business Day of receiving the order.

12. Model Additions, Replacements, and Deletions

A new Model may be added to Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if all of the following conditions are met:

- The Model did not exist at the time of the original procurement;
- The Model is produced under a Brand for which the Contractor was awarded;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Model falls under a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded; and

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- The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor is less than or equal to the highest Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered for all Models in the same Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded.

An existing Model may be replaced by a newer Model in Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if all of the following conditions are met:

- The new Model did not exist at the time of the original procurement;
- The new Model is produced under the same Brand as the existing Model;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Manufacturer's intent is to replace the existing Model with the new Model; and
- The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor for the new Model is less than or equal to the Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage for the existing Model being replaced.

An existing Model may be deleted from Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if the Manufacturer discontinues production of the Model.

The Department reserves the right to delete Models, from this Contract by removing them from Attachment C, Cost Sheet (Group 1 – 7). Models may be removed at the sole discretion of the Department.

The Department reserves the exclusive right to approve or deny any addition, deletion, replacement, or other request under this section and to establish its effective date. Requests will be reviewed separately and accepted or rejected on an individual basis.

13. Price Quote Form (PQF)

Customers shall request a PQF from all Contractors awarded for a specific Model. If the Model is available from the Contractor, the Contractor shall provide Customers a completed PQF for Motor Vehicles and Options purchased under this Contract and all charges, including labor and installation, shall be itemized separately. The maximum pricing permitted shall not exceed the sum of the Cost and applied Cost Plus Percentage for the awarded Model and Options. The Customer and Contractor may negotiate a lower price.

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Upon Customer request, the completed PQF shall be provided by the Contractor and returned to the Customer within two Business Days. The Contractor will provide the price available at the time of the PQF using the latest information available from the manufacturer at the time and considering Options or other additions to meet the Model and Options requested. The Contractor is responsible for communicating any potential price changes during the manufacturing process, and then give the Customer the option to accept the changes or cancel the purchase order. The Contractor shall be responsible for removing all non-eligible and unacceptable charges and fees under the Contract from the PQF.

At the time of quote, the PQF must be accompanied by documentation showing Cost and the added Cost Plus Percentage for the Customer. Upon delivery, the Contractor must provide documentation showing Cost and the added Cost Plus Percentage for the Customer. At a minimum, the Contractor shall provide documentation reflecting the actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

14. Department Approval (State Agency Only)

After receiving a completed PQF, the Customer will develop a justification to support price reasonableness and complete the MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment Form, which is available at:

https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment

15. Acknowledgment of Order Form

The Contractor shall email Customers with a completed Attachment I, Acknowledgment of Order Form, within five Business Days of receiving the Customer's order. The Contractor must use the Acknowledgment of Order Form and shall not make any alterations. Failure by the Contractor to provide the Customer the Acknowledgment of Order Form within five Business Days from the date the Contractor received the Customer's order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the Motor Vehicle(s) and Options which meets the requirements, terms, and conditions herein and shall not be higher than the Cost Plus Percentage provided in Attachment C, Cost Sheet (Group 1 – 7). If the awarded Motor Vehicle(s) and Options are not available or cannot be delivered within the contractually required timeframe, the Contractor must provide a comparable Motor Vehicle(s) and Options of equal or better value which meets or exceeds the requirements, terms, and conditions herein. The Contractor's proposed substitution is subject to prior approval by the Customer and the Department.

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16. Acceptance of Order

The Contractor shall deliver the awarded Motor Vehicle(s) and Options listed on the Customer's order in accordance with the prices, Cost Plus Percentages, requirements, terms, and conditions of the Contract and the Customer's order.

17. Transportation and Delivery

The final price to the Customer shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of Motor Vehicles and Options shall be Free on Board (FOB) Destination to any location statewide as follows:

1. Motor Vehicles and Options not in stock or unavailable from a Manufacturer at the time of order must be delivered within 180 calendar days, and only based on industry delays, not to exceed 365 calendar days, after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 calendar day timeframe, due to industry delays, the Department's Contract Manager must be notified immediately by the Contractor and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.

2. Motor Vehicles and Options in stock must be delivered within 14 calendar days after receipt of the Customer's order unless an Option requires a post-Manufacturer or Dealer installation. These Options shall be delivered within 30 calendar days after receipt of the order.

Delivery of Motor Vehicles and Options is defined as the receipt by the Customer and delivered to the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor shall provide Customers a minimum of 24 hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. on Business Days and on the Customer's local time unless previously arranged and approved by the Customer in writing.

Deliveries of Motor Vehicles and Options can be made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled vehicle with less than 250 odometer miles at delivery, the self-propelled vehicle may, with the Customer's prior approval, be driven to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than 250 odometer miles at delivery may be rejected, or $0.50 per mile in excess of 250 odometer miles may be deducted from the invoice and payment owed to Contractor.

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The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All Motor Vehicles delivered by the Contractor to the Customer shall contain no less than ¼ tank of fuel as indicated by the fuel gauge at the time of delivery and receipt by the Customer.

The Contractor will perform a Manufacturer's Pre-Delivery Inspection (PDI) and is responsible for delivering Motor Vehicles and Options that are properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s), motor(s), and drive(s) to proper operating condition;
4. Inflate tires (including any spares) to proper pressures;
5. Check to ensure proper operation of all gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
7. Ensure that the Motor Vehicle is completely assembled, unless otherwise noted by the Customer, and thoroughly tested and ready for operation upon Delivery.

All Motor Vehicles shall be delivered with the following, completed documents:

1. Manufacturer's PDI form;
2. A copy of the Customer's order;
3. Contractor's Attachment C, Cost Sheet (Group 1 – 7);
4. Manufacturer's invoice(s) for each delivered Commodity, including individual Motor Vehicle, and Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable,which shall not be adhered to the Vehicle and instead provided with the documents listed herein;
6. Manufacturer's certificate of origin, if applicable;
7. Manufacturer's operator manual
8. Manufacturer's warranty certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary tag and 20-day extension tag, if applicable; and
11. DHSMV 82040, Application for Certificate of Title and vehicle registration, if applicable.

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Deliveries that do not include all above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed documentation or that have submitted altered forms to the Customer may be cause for default proceedings and Contract termination.

18. Inspection and Acceptance
Section 6.4, Inspection and Acceptance of Commodities, of Exhibit D, Special Contract Conditions, is supplemented by adding the following:

The Customer should inspect the Motor Vehicle and Options for any physical damage. The Contractor is obligated to correct any Customer identified errors or damage at no cost to the Customer.

Inspection and acceptance shall occur at the location of the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Title and risk of loss or damage to all Motor Vehicles and Options shall be the responsibility of the Contractor until inspection and acceptance by the Customer. If a Motor Vehicle or Option requires service or adjustments, as required by the Customer, the Contractor shall either correct the issue or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory, and the Commodity is re-delivered in acceptable condition. All costs of transportation and delivery incurred for initial delivery and any re-deliveries due to non-Customer error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Motor Vehicle or Option, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

19. Commodities Title and Registration
The Contractor shall title and register Motor Vehicles delivered under the Contract for the Customer in accordance with Florida Law, including Chapters 319 and 320, F.S. The Contractor shall provide any necessary form(s) that must be signed by the Customer at the time of delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Customer within thetimeframe agreed to by the Customer and the Contractor.

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In the event the Customer is permitted by law to obtain title and registration for the Motor Vehicle independent of the Contractor and chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgment of Order Form. However, the Customer shall then be obligated to title and register the Motor Vehicle and the Contractor shall provide the Customer any documents necessary for the Customer to do so at the time of delivery.

The Contractor may obtain special plates such as “State”, “County”, or “City” from most county tax offices, but agency plates such as “DOT”, “DC”, “DNR”, etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation, and a new license plate fee is included on the Customer’s order.
  The Customer’s order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a Customer point of contact including the person’s name, title, and telephone number should there be any questions.

20. Charges and Fees
All pricing under this Contract shall include the following in the Cost Plus Percentage:

1. Administrative;
2. Environmental;
3. *Tax, Tag, and Title;
4. *License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State of Florida;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Motor Vehicle or Options according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
14. Installation (except as specified in the Body Transfer and 3rd Party Body Installations section of the SOW)

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*Customers have the right to process their own Tax, Tag, and Title and License Plate Transfer. If this occurs, the Contractor shall credit the Customer for any applicable title fees.

Charges and fees in excess of those that existed on the date the Contract was entered into may be extended to Customers only if the amount of the increase is attributable to changes in market conditions. The amount of the charge or fee extended to Customers shall not exceed the difference between the amount of the charge or fee at the time of the request for Departmental approval and the amount of the charge or fee that existed at the inception of the Contract. Prior to extending any such charge or fee to Customers, the Contractor must request the Department's approval by submitting to the Contract Manager documentation and justification for extending the amount of the charge or fee to Customers; the Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g. Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to Customers.

The Department reserves the exclusive right to approve or deny the increase of any charge or fee request. Any charge or fee request will be reviewed separately and accepted or rejected on an individual basis. After obtaining written approval from the Department to extend a charge or fee to Customers, the approved amount of the charge or fee must be listed separately on the PQF; the Contractor shall provide documentation of the Department's approval with each PQF that includes the charge or fee.

21. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period

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22. MFMP Transaction Fee Report
The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee &Reporting section and Training for Vendors section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

23. Quarterly Sales Reports
The Contractor shall submit a Quarterly Sales Report in the manner and format required by the Department within thirty (30) calendar days after the close of each quarter. The Quarterly Sales Report template can be found here:
https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.
Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website are the responsibility of the Contractor without prompting or notification by the Department. If no sales are recorded during the period, the Contractor shall confirm that there was no reportable activity in the manner required by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.
Quarter 2 – (October-December) – due 30 calendar days after the close of the period.
Quarter 3 – (January-March) – due 30 calendar days after the close of the period.
Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

24. Diversity Report
The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

25. Ad Hoc Reports
The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the form acceptable to the Department within the timeframe specified by the Department.

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26. Business Review Meetings

Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

a. Contract compliance
b. Contract savings (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

27. Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. Customer's reserve the right to revise or add additional financial consequences for each order. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports to the Department	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per Calendar Day late/not received
Contractor will timely submit completed MFMP Transaction Fee Reports to the Department	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	$250 per Calendar Day late/not received
Contractor will timely provide accurate Price Quote Forms to Customers	All Price Quote Forms will be timely provided to Customers with accurate information	PQFs are due within two Business Days following the Customer's request	$250 per occurrence of an inaccurate or untimely Price Quote Form

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Contractor will deliver Motor Vehicles with no less than a ¼ tank of fuel upon delivery to Customers	Contractor shall adhere to delivery requirements pursuant to the Transportation and Delivery section in the SOW	Upon each Motor Vehicle delivery to Customers	$50 per occurrence of a Motor Vehicle delivery with less than a ¼ tank of fuel upon delivery to Customers
Ad hoc report(s)	Provide ad hoc reports as requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor	$250 per occurrence

No favorable action will be considered for any Contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that are required under this Contract.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

Exhibit C

ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.2.2 Preferred Pricing. Left intentionally blank.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all

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prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The

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Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Exhibit D

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Department of MANAGEMENT SERVICES

Menu

Motor Vehicles

25100000-22-SRCWL-ACS

Effective Period	06/21/2022 through 11/08/2025
Contract Type	Alternate Contract Source
Contract Information	Contractor Pricing [3.8 MB] How to Use This Contract [331.8 kB] Service Updates Participating Addendum
Contract Documents	Master Agreement Forms
Contract Administration	Christopher McMullen 850-922-9867 christopher.mcmullen@dms.fl.gov
Commodity Codes	Please refer to "How to Use This Contract" in the Contract Information section above.

Additional Information

Please note that due to limited production capacity, some vehicle manufacturers are requiring additional confirmation for fleet orders. Vendors may be requesting signed PO's or other order confirmation forms in order to secure production scheduling from the manufacturers. Please contact the DMS contract manager if you have questions.

For **state agencies** , please note that this contract is only available for:

- Vehicles that are ***not*** specifically listed as a Representative Model on the state term contract for Motor Vehicles (25100000-21-STC).
- Vehicles that are specifically listed as a Representative Model on the state term contract but are ***not*** available for purchase from ***any*** of the awarded contractors; state agencies ***must*** request a quote from ***all*** contractors awarded that Representative Model ***and*** receive documentation indicating that the vehicle is not available for purchase.

Please refer to the price sheets located on the contract webpage to view the Representative Models included on the state term contract and the awarded contractor(s).

STATE AGENCIES: In accordance with 60A-1.043 (5), F.A.C., For the purchase of non-IT Commodities, Agencies shall request at least two (2) quotes from Enterprise-Wide Agreements with multiple vendors unless (I) the total purchase cost is less than Category Two, or (ii) the Enterprise-Wide Agreement requires a specific number of quotes to be requested or

obtained. Agencies shall document the justification for any selection based on receipt of fewer than two quotes.

Description

This alternate contract source provides cars, sport utility vehicles, vans, and trucks, including light duty, half ton, three-quarter ton, and one ton; the contractor also offers discounts off MSRP for OEM options, as well as special pricing for aftermarket options, as shown on the price sheet. Vehicles are also available with upfitting designed for public safety applications, such as equipment, lighting, technology, and accessories; pricing includes freight and installation.

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Adobe PDF Reader

Agency Information
Open Government
DMS Leadership
Frequently Asked Questions
Agency Organization

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Gordon Smith, Sheriff

SHERIFF
Bradford County

09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

1) Bozard Ford
2) Duval Ford
3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles;
Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:
Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:
No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

BRADFORD COUNTY
SHERIFF'S OFFICE
Gordon Smith
Sheriff

TITLE:	BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:	09/13/22
EFFECTIVE:	September 12, 2022
TERM:	FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A. SPECIFICATIONS B. PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referredto as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provideworkers' compensation coverage for all of VENDOR'S employees, and to maintain such generaland auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.

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Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force atthe date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 ($25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state of federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the

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local governmental entity after approval by the governing body, if required; or

2. If a proper invoice is not received by the local governmental entity, the date:
   a. On which delivery of personal property is accepted by the local governmental entity;
   b. On which services are completed;
   c. On which the rental period begins; or
   d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month isconsidered as 1 month in computing interest. Unpaid interest is compounded monthly. Forthe purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million ($2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes

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L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating tothe validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regardto conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensurethat the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall payfor all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of suchtermination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS

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None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimedby SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality ofany information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

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 FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agencyas provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:

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1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within areasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
    a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
    b. Such notices must be sent by common carrier delivery service or by registered,

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Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "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.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who 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; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally,a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. VENDOR shall, upon request, provide evidence of compliance with this provision to SHERIFF. Failure to comply with this provision is a material breach of the Agreement, and the SHERIFF may choose to terminate the Agreement at any time at its sole discretion. VENDOR may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). VENDOR, by virtue of acceptance of the Purchase Order certifies that:

1. VENDOR and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.

2. VENDOR and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.

3. VENDOR will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.

4. The Subcontractor will provide VENDOR with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.

5. VENDOR must maintain a copy of such affidavit.

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6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).

7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES

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The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and payto the SHERIFF the net auction proceeds minus transport costs and $400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended. by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

Name

Date 9/13/22

VENDOR (Duval Ford)

Name **Richard Tackett: GM**

9/13/2022

Date

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

[Tab 4] Price Proposal

Attachment 1: FORD OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Ford AMO percent markup table

Attachment (2a): Exclusions: Ford SVT, ST

Attachment 3: Mileage Statement

Tab 4: Part 1, OEM percent Markup

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Medium Truck Chassis			
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
	>2022	E-Series Chassis and Cutaway			
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
	>2022	Mustang			
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Expedition			
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K.RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K.RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
	>2022	Bronco Sport SUV			
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
	>2022	Transit Connect Van			
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
	>2022	Superduty			
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW/C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW/C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW/C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW/C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	F150 SERIES			
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
	>2022	Bronco Full Size			
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
	>2022	Maverick Pickup			
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
	>2022	Explorer SUV			
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
	>2022	Transit Connect			
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
	>2022	Escape SUV			
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
	>2022	Police Vehicles			
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

Tab 4: Part 2, AMO percent Markup

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
	Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.			
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclass- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchgaurd	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
141	WheelChair	Braun	15%	
142	WheelChair	Century	15%	
143	WheelChair	Mobility Works	15%	
144	WheelChair	Mathews Bus	15%	

Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge $2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

__DUVAL FORD_____does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Contract Number BCSO 22-27-1.0

Bidder's Signature

9/5/22

DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a $400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a "brokered" sale. The transaction is original and direct between entities adhering to the Manufacturer's franchise agreements and the manufacturer's statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

[CATEGORY 1.0] PRICING

CLICK SORT TO SEE RANKING

		Enter Bidder Name	Enter Bidder % over cost for vehicles bid	RANKING
Ranking: First	DEALER	Duval Ford	1.65	1
Ranking: Second		Bozard	4.75	2
Ranking: Third		No Bid	0	3
Ranking: Fourth		No Bid	0	4
Ranking: Fifth		No Bid	0	5
Ranking: Sixth		No Bid	0	6

Lowest % Markup = 56 pts	56
Second Finish = 44	44
Third and beyond = 0	0

STEP ONE: ENTER DEALER NAME AND BID %

STEP TWO: SORT BY CLICKING SORT BUTTON ON PERCENT ASCENDING

PROPOSAL POINTS TOOL

	DEALER
DEALER	Duval Ford
	Bozard
	No Bid
	No Bid
	No Bid
	No Bid

	TAB ONE			TAB 2				TAB 3		TOTAL
	EXECUTIVE SUMMARY	BUSINESS LOCATION	REFERENCES	OEM CERTIFICATION	DEALER REGISTRATION	REPRESENTATATIONS & CERTIFICATION	LOCAL VENDOR AFFIDAVIT	FINANCIALS	W9	
POINTS VALUE	4	3	3	4	2	2	2	3	2	
	4	3	3	4	2	2	2	3	2	25
	4	3	3	4	2	2	2	3	2	25
	0									0
	0									0
	0									0
	0									0

STEP THREE: VALIDATE DOCUMENTS WERE RECEIVED IN NOTEBOOK TABS 1-3

	DEALER	Category 1 Points		CAT2: Florida: YES/NO	Category 2 points	DEALER COUNTY	Bradford/ Clay/ Duval/St Johns or Nassau	Category 3 Points	Cat 4 highest volume	Category 4 Points	Category 5 Points	TOTAL POINTS
DEALER	Duval Ford	56		YES	5	DUVAL	YES	4	HIGHEST	35	25	125
	Bozard	44		YES	5	ST JOHNS	YES	4		0	20	73
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0

STEP 4: CLICK YES/NO

STEP FIVE: CLICK COUNTY DEALER IS REGISTERED IN

BRADFORD COUNTY TELEGRAPH

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the ***Bradford County Telegraph***, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: **8/25 & 9/1/22 BCT.**

Affiant further says that the said ***Bradford County Telegraph*** is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.

M Goodge
Mary Goodge, Publisher's Assistant

STATE OF **FLORIDA**
COUNTY OF **BRADFORD**

The foregoing instrument was acknowledged before me this 2nd day of September, 2022.

By: Mary Goodge who is ✓ **personally** known to me who did (did not) take an oath.

Notary Public - **HEATHER WHEELER**

STATE OF FLORIDA
My Commission expires: **July 17, 2026**

SEAL

HEATHER WHEELER
Commission # HH 242059
Expires July 17, 2026

REQUEST FOR PROPOSAL
The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website; bradfordsheriff.org
8/25 2tchg 9/1-BCT

CITY OF TALLAHASSEE

AMENDMENT 1 TO AGREEMENT NO. 5179
A CONTRACT FOR NEW MUNICIPAL VEHICLES, CARS
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS

THIS AMENDMENT is made this 01/16/2025, between the **CITY OF TALLAHASSEE**, a Florida municipal corporation (the "City"), and **ALAN JAY AUTOMOTIVE MANAGEMENT, INC., d/b/a Alan Jay Fleet Sales**, a Florida profit corporation (the "Vendor"). The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Parties entered into Agreement No. 5179 ("Agreement") dated January 13, 2022, for the purchase of New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks, under RFP No. 096-21-KM; and,

WHEREAS, the Parties desire to amend the Agreement to address changes to Section 3, Purchases Made by Other Public Agencies, and to extend the Agreement term pursuant to Section 7, Term.

NOW, THEREFORE, in consideration of the following mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. **Section 3. PURCHASES MADE BY OTHER PUBLIC AGENCIES,** is hereby deleted, and replaced with the following:

   A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Potential purchaser(s) **MUST** submit their request for utilization to Fleet Contract Manager, Kathy Crum via email at kathy.crum@talgov.com prior to purchasing under this Agreement. These purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of $200.00 per vehicle sold. The Vendor shall be responsible for reporting, collecting, and remitting the administrative fee(s) to the City for purchase(s) made by other local, state, or national governmental agencies, political subdivisions, or other public entities pursuant to this Agreement. Should any such purchases be made, the Vendor is responsible for submitting a quarterly report identifying all sales made during the applicable quarter via email to the Fleet Financial Team at fleetadmin@talgov.com, with a copy to Fleet Contract Manager, Kathy Crum at kathy.crum@talgov.com. The subject line of the email should reference: **Reporting Administrative Fees - Agreement No. 5179**.

(2) The Vendor shall remit all administrative fees to the City at the end of the quarter in which payment is received from the purchaser. An email identifying the amount(s) and check number(s) **MUST** also be submitted to the Fleet Financial Team, with a copy to Fleet Contract Manager, Kathy Crum prior to mailing. For questions or requests for Agreement Documents, please contact Kathy Crum at (850) 891-5229.

(3) Administrative fee payments shall be made by check with **Payment Administrative Fees - Agreement No. 5179** *referenced* on the check. Administrative fees should be mailed to the following address:

Fleet Management Administration
Attn: Fleet Financial Team
400 Dupree Street
Tallahassee, FL 32304

B. This Agreement in no way restricts or interferes with the right of any local, state, or national governmental agency or political subdivision or other public entity to independently address any or all these terms as required by law or to supplement the Agreement if a specific term is not addressed herein.

2. **Section 7.B. Extension Term,** is hereby deleted, and replaced with the following:

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension").

3. The term of the Agreement is hereby extended for two (2) additional years through January 12, 2027, unless earlier terminated in accordance with the original terms of the Agreement. This is the final extension permitted under this Agreement.
4. Except as specifically amended hereby, the terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date set forth in the introductory clause.

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

By: Chris Wilson
Chris Wilson (Jan 13, 2025 07:03 EST)
Name: Chris Wilson
Title: Fleet Sales Manager

CITY OF TALLAHASSEE

By: V. McCrackin
Veronica McCrackin, Procurement Manager

Attest:

By: James O. Cooke IV
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: Kristen McRae for
Kristen McRae for (Jan 16, 2025 17:25 EST)
Breanna Green, Assistant City Attorney

CITY OF TALLAHASSEE

Legal Routing Memo

Date: 1/7/2025

To: City Attorney's Office

From: Fleet

Subject: Legal Review of

☐CONTRACT NO. 5179
☒AMENDMENT NO. 1
☐MEMORANDUM OF UNDERSTANDING OR AGREEMENT
☐OTHER

This document relates to solicitation RFP-096-21-KM Municipal Vehicles, Cars Vans, Sport Utility Vehicles, And Light Trucks

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: Keith Milton

Department Signature: Kathy Crum

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/9/2025

Legal review performed by: Breanna Green

Approved for execution: ☒yes ☐no

Docusign Envelope ID: 31571C89-0644-48C0-B9A8-8354F179F810

CONTRACT EXTENSION

Contract Number: 091521-NAF

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

National Auto Fleet
490 Auto Center Dr

Watsonville, California 95076-3726
(Vendor)

have entered into Contract Number: 091521-NAF
for the procurement of: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

The Contract has an expiration date of 2025-11-08 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-08 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

5/29/2025 | 12:25 PM CDT
Date

Signed by:
FACBB5730C1E467...
Authorized Signature

Jesse Cooper
Name

Fleet Manager
Title

5/30/2025 | 10:38 AM CDT
Date

Sourcewell

Heil Environmental

Mobile refuse collection vehicles

#110223-THC

Maturity Date: 12/28/2027

Website: heil.com/sourcewell

Documents

Products & Services

Sourcewell contract 110223-THC gives access to the following types of goods and services:

- Curotto-Can
- Premier Truck rental
- Rush rental
- Front loaders
- Rear loaders
- Automated & manual side loaders
- Multi-compartment recycling units
- 3rd Eye camera systems
- Bayne Premium Tippers
- Soft-Pak

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

Forgot username or password?

Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

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General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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Florida Sheriffs Association Cooperative Purchasing Program
Contract Expiration Schedule

***NOTE: THE BID PROCESS KICKS OFF 6-9 MONTHS PRIOR TO THE BID EXPIRATION DATE**

March 31, 2027	•Tires: FSA25-TRS27.0
March 31, 2027	•Fire & Rescue Vehicles, Boats, & Equipment: FSA25-VEF19.0
September 30, 2026	•Equipment: FSA23-EQU21.1 •Pursuit, Administrative, and Other Vehicles: FSA25-VEL33.0 •Heavy Trucks and Buses: FSA25-VEH23.0
June 30, 2026	•Electric Vehicle Charging Stations, Software, & Other Equipment: FSA24-PWR3.0

PUBLIC WORKS - FLEET MANAGEMENT DIVISION

VEHICLE REPLACEMENT LIST FY25-26

CC	DEPARTMENT	UNIT #	EQUIPMENT DETAIL	DESCRIPTION OF REPLACEMENT	FUNDING SOURCE	BUDGET	PRICE	STATUS	RCVD. DATE	VENDOR DETAILS / NOTES
				DEPARTMENT REPLACEMENT AMOUNT FY2026						
021011	POLICE DEPARTMENT	3736	2007 TOYOTA RAV 4	KIA TELLURIDE OR SIMILAR MID SIZE SUV	PURCHASE	$ 55,000.00				
021011	POLICE DEPARTMENT	3410	2014 FORD FUSION	KIA TELLURIDE OR SIMILAR MID SIZE SUV	PURCHASE	$ 55,000.00				
021011	POLICE DEPARTMENT	3734	2017 FORD FUSION	NISSAN PATHFINDER OR SIMILAR MID SIZE SUV	PURCHASE	$ 45,000.00				
021011	POLICE DEPARTMENT	3839	2017 FORD ESCAPE	NISSAN PATHFINDER OR SIMILAR MID SIZE SUV	PURCHASE	$ 45,000.00				
021011	POLICE DEPARTMENT	3014	2020 CHEVY TRAVERSE	CHEVY TRAVERSE OR MID SIZE SUV	PURCHASE	$ 47,000.00				
021011	POLICE DEPARTMENT	3013	2020 CHEVY TRAVERSE	CHEVY TRAVERSE OR MID SIZE SUV	PURCHASE	$ 47,000.00				
021011	POLICE DEPARTMENT	3015	2020 CVEVY TRAVERSE	CHEVY TRAVERSE OR MID SIZE SUV	PURCHASE	$ 47,000.00				
021011	POLICE DEPARTMENT	3118	2020 JEEP GRAND CHEROKEE	NISSAN PATHFINDER OR SIMILAR MID SIZE SUV	PURCHASE	$ 45,000.00				
021011	POLICE DEPARTMENT	3622	2016 FORD F250	FORD F250, CREW CAB, 4X4 OR CHEVY/GMC 2500	PURCHASE	$ 65,000.00				
021011	POLICE DEPARTMENT	2800	2008 CHEVY SILVERADO	FORD RANGER , EXT CAB OR SIMILAR TRUCK	PURCHASE	$ 42,000.00				
021011	POLICE DEPARTMENT	3058	2020 CHEVY SILVERADO CREW CAB	FORD F150 CREW CAB, WHITE	PURCHASE	$ 60,000.00				
021011	POLICE DEPARTMENT	3059	2020 CHEVY SILVERADO CREW CAB	FORD F150 CREW CAB, WHITE	PURCHASE	$ 60,000.00				
021011	POLICE DEPARTMENT	3838	2018 FORD FUSION	NISSAN PATHFINDER OR SIMILAR MID SIZE SUV	PURCHASE	$ 45,000.00				
021011	POLICE DEPARTMENT	4025	2020 CHEVY TAHOE	FORD F150 RESPONDER , WHITE	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	3108	2021 FORD EXPLORER	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4046	2021 DODGE CHARGER	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4049	2021 DODGE CHARGER	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4260	2021 FORD F150 RESPONDER K9	FORD F150 RESPONDER K9, MARKED	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4040	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4041	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4273	2022 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4036	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4043	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4035	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4053	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4974	2019 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4055	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4038	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4039	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4045	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4042	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4044	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4058	2020 FORD INTERCEPTOR UTILITY	FORD INTERCEPTOR UTILITY	PURCHASE	$ 69,000.00				
021011	POLICE DEPARTMENT	4110	2011 CHEVY CARGO VAN	FORD T150 , CARGO FLOOR MATS	PURCHASE	$ 58,000.00				
		34		**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 2,096,000.00**	**$ -**		**2,096,000.00**	
				DEPARTMENT REPLACEMENT AMOUNT FY2026						
022010	FIRE	847	2013 FORD F250	FORD T250 CARGO VAN , 4X4	PURCHASE	$ 75,000.00				
022010	FIRE	854	2009 CHEVY IMPALA	TOYOTA RAV 4 HYBRID OR SIMILAR SUV	PURCHASE	$ 40,000.00				
022010	FIRE	899	2020 FORD ESCAPE	CHEVY TAHOE, WHITE , ADMIN PKG	PURCHASE	$ 75,000.00				
022010	FIRE	869	2020 FORD EXPLORER	FORD F250 OR CHEVY/GMC 2500 CREW CAB, 4X4, TOPPER	PURCHASE	$ 68,000.00				
022010	FIRE	8604	2006 LAND PRIDE UTILITY CART	UTILITY SERV CART	PURCHASE	$ 55,000.00				
022010	FIRE									
		5		**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 313,000.00**	**$ -**			

	A	B	D	E	K	L	M	N	O	P	Q
57					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
58	025015	SOLID WASTE	1865	2018 FORD F150	FORD F150 , GAS OR CHEVY/GMC 1500		$ 50,000.00				
59	025015	SOLID WASTE	5910	2019 CHEVY SILVERADO	FORD F150 , GAS OR CHEVY/GMC 1500		$ 50,000.00				
60	025015	SOLID WASTE	1005	2019 AUTOCAR FRONT LOADER	MACK W/ HEIL FRONT LOADER		$ 425,000.00				
61	025015	SOLID WASTE	1006	2019 AUTOCAR FRONT LOADER	MACK W/ HEIL FRONT LOADER		$ 425,000.00				
62											
63											
64											
65			**0**		**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 950,000.00**	**$ -**			
66											
67											
68					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
69	025011	FACILITIES MANAGEMENT	1866	2018 FORD F150	FORD F150 , GAS OR CHEVY/GMC 1500		$ 50,000.00				
70											
71			**0**		**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 50,000.00**				
72											
73											
74					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
75	027030	FORESTRY & GROUNDS	8451	2014 TORO 60" MOWER	SCAG 72" ZERO TURN MOWER		$ 17,000.00				
76	027030	FORESTRY & GROUNDS	8658	2014 TORO 60" MOWER	SCAG 72" ZERO TURN MOWER		$ 17,000.00				
77	027030	FORESTRY & GROUNDS	8503	1997 -82" OPEN UTILITY TRAILER	8X20 ENCLOSED LANDSCAPE TRAILER		$ 15,000.00				
78	027030	FORESTRY & GROUNDS	8545	2005 - 81" OPEN UTILITY TRAILER	8X20 ENCLOSED LANDSCAPE TRAILER		$ 15,000.00				
79											
80			**4**		**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 64,000.00**	**$ -**			
81											
82											
83					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
84	031010	BB MEMORIAL PARK	5201	2012 TORO UTILITY VEHICLE/ W DUMP	KUBOTA UTILITY VEHICLE W/ DUMP OR SIMILAR UTV		$ 25,000.00				
85											
86											
87					**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 25,000.00**	**$ -**			
88											
89											
90					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
91											
92	025012	STREETS MAINTENANCE	8064	2006 CAT 416 BACKHOE LOADER	CAT 416 BACKOE LOADER W/ BUCKET, FORKS		$ 130,000.00				
93											
94			**1**		**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 130,000.00**	**$ -**			
95											
96											
97					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
98	024011	BUILDING	7606	2017 FORD ESCAPE	FORD MAVERICK HYBRID		$ 38,000.00				
99	024011	BUILDING	7607	2017 FORD ESCAPE	FORD MAVERICK HYBRID		$ 38,000.00				
100											
101											
102					**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 76,000.00**	**$ -**			
103											
104											
105					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
106	025017	PARKING SERVICES	585	2020 FORD ESCAPE	CHEVY EQUINOX EV OR SIMILAR COMPACT EV SUV		$ 45,000.00				
107	025017	PARKING SERVICES	8415	2004 EZGO GOLF CART	ELECTRIC 4 PASSENGER GOLF CART		$ 15,000.00				
108			**2**		**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 60,000.00**	**$ -**			
109											
110											
111					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
112											
113											
114											
115			**0**		**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ -**	**$ -**			
116											
117											
118					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						

	A	B	D	E	K	L	M	N	O	P	Q
119											
120	028016	WASTEWATER PUMPING STATNS	2637	2015 FORD F550 UTILITY BODY W/CRANE	FORD F550, REG CAB, 4X4,VMAC, UTILITY BODY , CRANE		$ 150,000.00				
121	028016	WASTEWATER PUMPING STATNS	2640	2015 FORD F550 UTILITY BODY W/CRANE	FORD F550, REG CAB, 4X4,VMAC, UTILITY BODY , CRANE		$ 150,000.00				
122	028016	WASTEWATER PUMPING STATNS	2538	2016 FORD ESCAPE	FORD F250 / CHEVY/GMC 2500CREW CAB, 4X4, STROBES, TOW, PKG		$ 58,000.00				
123	028016	WASTEWATER PUMPING STATNS	1883	VALVE ADJUSTING TRAILER	FORD F550 REG CAB, GAS, WACH VALVE MAINT BODY		$ 230,000.00				
124											
125			**4**		**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$588,000.00**	**$ -**			
126											
127											
128					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
129	028010	WATER DISTRIBUTION	8122	2002 WELLS FARGO TRAILER	8.5 X 20FT ENCLOSED TRAILER , RAMP DOOR FLAT NOSE		**$ 15,000.00**				
130											
131			**1**		**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 15,000.00**	**$ -**			
132											
133											
134					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
135	028023	UTILITES ENGINEERING	2904	2019 CHEVY SILVERADO	FORD F150 OR CHEVY/GMC 1500 CREW CAB, LONG BED,4X4,STROBES, LGT BAR		$ 55,000.00				
136											
137					**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 55,000.00**	**$ -**			
138											
139											
140					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
141	014012	WAREHOUSE	6600	2016 FORD F150	FORD F250 OR CHEVY/GMC 2500 CONSOLE,CREW CAB,STROBES, TINT, ROLL N LOCK		$ 58,000.00				
142											
143					**DEPARTMENT REPLACEMENT FUNDS BALANCE**		**$ 58,000.00**	**$ -**			
144											
145					**EXPANSION -NEW ADDITIONAL PURCHASES- OTHER ACCOUNTS**						
146					**DEPARTMENT REPLACEMENT AMOUNT FY2026**						
147	025015	SOLID WASTE	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	MACK W/ HEIL FRONT LOADER	PURCHASE	$ 425,000.00				
148	025015	SOLID WASTE	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	MACK W/ HEIL AUTOMATED SIDE LOADER	PURCHASE	$ 425,000.00				
149	025015	SOLID WASTE	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	MACK W/ HEIL AUTOMATED SIDE LOADER	PURCHASE	$ 425,000.00				
150	025015	SOLID WASTE	NEW	TO BE BUDGETED SEPARATELY - DNR REPLACE	FORD F150 OR CHEVY/GMC 1500	PURCHASE	$ 50,000.00				
151	025011	FACILITIES MANAGEMENT	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD F150 OR CHEVY/GMC 1500	PURCHASE	$ 50,000.00				
152	027030	FORESTRY & GROUNDS	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD F150 OR CHEVY/GMC 1500	PURCHASE	$ 50,000.00				
153	027030	FORESTRY & GROUNDS	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD F150 OR CHEVY/GMC 1500 WITH TOOL BOXES	PURCHASE	$ 65,000.00				
154	024011	BUILDING	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD MAVERICK HYBRID	PURCHASE	$ 38,000.00				
155	025012	STREETS MAINTENANCE	NEW	TO BE BUDGETED SEPARATELY	PRESSURE WASHER TRAILER	PURCHASE	$ 20,000.00				
156	025012	STREETS MAINTENANCE	NEW	TO BE BUDGETED SEPARATELY	UTILITY VEHICLE , 4X4	PURCHASE	$ 18,000.00				
157	025012	STREETS MAINTENANCE	NEW	TO BE BUDGETED SEPARATELY	FORD F250W OR CHEVY /GMC 2500/ LIFTGATE	PURCHASE	$ 65,000.00				
158	028021	UTILITY ADMINISTRATION	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD F250 OR CHEVY/GMC 2500 4X4	PURCHASE	$ 58,000.00				
159	028021	UTILITY ADMINISTRATION	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD F250 OR CHEVY/GMC 2500 4X4	PURCHASE	$ 58,000.00				
160	028010	WATER DISTRIBUTION	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD F250 OR CHEVY/GMC 2500 4X4	PURCHASE	$ 58,000.00				
161	028024	STORMWATER MAINTENANCE	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD F250 OR CHEVY/GMC 2500 4X4	PURCHASE	$ 58,000.00				
162	028015	WASTEWATER COLLECTION	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD F250 OR CHEVY/GMC 2500 4X4	PURCHASE	$ 58,000.00				
163	028024	STORMWATER MAINTENANCE	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD F350, UTILITY BODY, VMAC COMPRESSOR, VISE	PURCHASE	$ 80,000.00				
164	028024	STORMWATER MAINTENANCE	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD F350, UTILITY BODY, VMAC COMPRESSOR, VISE	PURCHASE	$ 80,000.00				
165	028024	STORMWATER MAINTENANCE	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	FORD F350, UTILITY BODY, VMAC COMPRESSOR, VISE	PURCHASE	$ 80,000.00				
166	028015	WASTEWATER COLLECTION	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	MACK W/ VAC CON VAC TRUCK	PURCHASE	$ 725,000.00				
167	028024	STORMWATER MAINTENANCE	NEW	TO BE BUDGETED SEPARATELY-DNR REPLACE	MACK W/ VAC CON VAC TRUCK	PURCHASE	$ 725,000.00				
168	029011	GOLF COURSE MAINTENANCE	NEW	TO BE BUDGETED SEPARATELY	TORO WORKMAN HDX WITH SPRAYER KIT	PURCHASE	$ 59,000.00				
169	029011	GOLF COURSE MAINTENANCE	NEW	TO BE BUDGETED SEPARATELY	TORO WORKMAN HDX WITH SPRAYER KIT	PURCHASE	$ 59,000.00				
170	027010	RECREATION & PARKS	NEW	TO BE BUDGETED SEPARATELY	ALL TERRAIN UTILITY VEHICLE	PURCHASE	$ 18,000.00				
171	012013	SPECIAL EVENTS	NEW	TO BE BUDGETED SEPARATELY	FORD F150 OR CHEVY /GMC1500	PURCHASE	$ 50,000.00				
172											
173											
174			**0**				**$ 3,797,000.00**	**$ -**			
175											
176											
177						**TOTAL FLEET REPLACEMENT PURCHASES**	**$ 4,480,000.00**	$ -		**$4,480,000.00**	
178						**TOTAL FLEET PURCHASES - BUDGETED SEPARATELY - NEW**	**$ 3,797,000.00**	$ -		**$3,797,000.00**	

	A	B	D	E	K	L	M	N	O	P	Q
179											
180					**GRAND TOTAL**		**$ 8,277,000.00**	**$ -**		$8,277,000.00	
181											
182											
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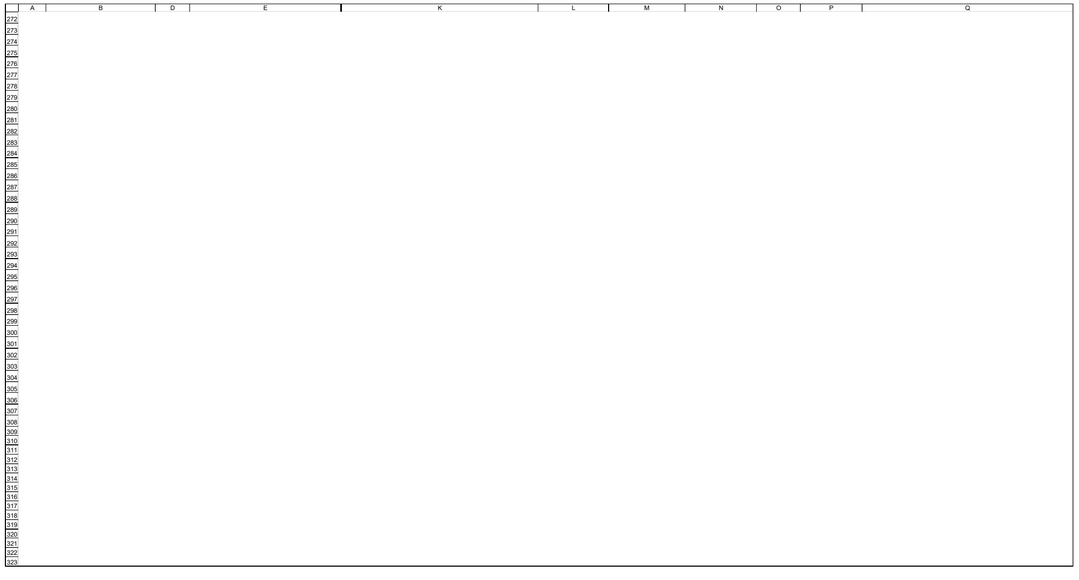

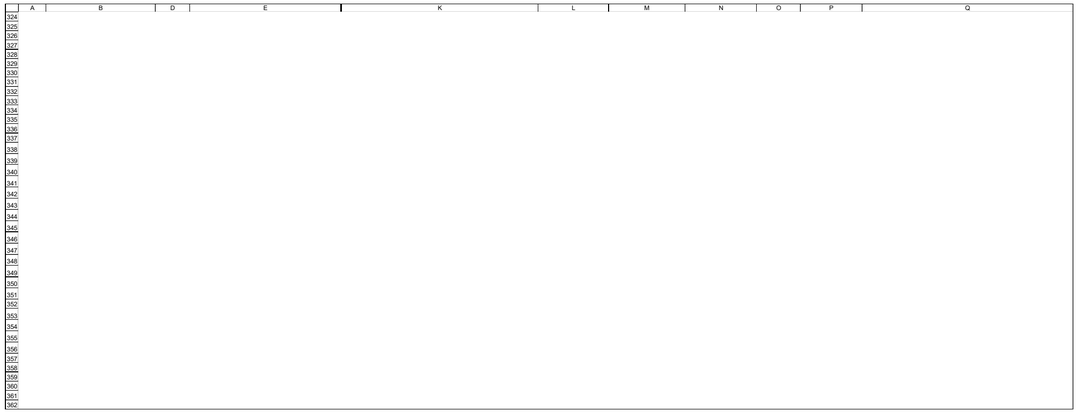

CC	Department
012010	CITY MANAGER
012012	MARKETING
012013	SPECIAL EVENTS
012016	INTERNAL INVESTIGATION
013010	CITY CLERK
014012	WAREHOUSE
015010	INNOVATION & TECH SOLUTNS
016010	HR
019010	CITY ATTORNEY
021011	POLICE DEPARTMENT
022010	FIRE
024011	BUILDING
024012	COMMUNITY STANDARDS
024013	ENGINEERING
024018	COMMUNITY IMPROVEMENTS
025010	PUBLIC WORKS
025011	FACILITIES MANAGEMENT
025012	STREETS MAINTENANCE
025015	SOLID WASTE
025016	FLEET
025017	PARKING SERVICES
025019	CONSTRUCTION SERVICES
027010	RECREATION & PARKS
027030	FORESTRY & GROUNDS
028005	DISTRICT ENERGY PLANT
028010	WATER DISTRIBUTION
028011	PUBLIC WATER TREATMENT
028012	PUBLIC WATER MAINTENANCE
028013	PUBLIC WATER OPERATIONS
028014	METER READING & SERVICES
028015	WASTEWATER COLLECTION
028016	WASTEWATER PUMPING STATNS
028017	SEWAGE TREATMENT
028018	SEWAGE PUMP/PREV. MAINT.
028019	WATER QUALITY
028020	UTILITY CONSTRUCTION
028021	UTILITY ADMINISTRATION
028023	UTILITES ENGINEERING
028024	STORMWATER MAINTENANCE
028028	UTILITIES ENGINEERING
029011	GOLF COURSE MAINTENANCE
031010	BB MEMORIAL PARK

VENDOR

ADVANTAGE GOLF CARS
ALAN JAY
ALL AMERICAN TRAILER
ALLIGATOR ALLEY HARLEY DAVISON
ALL-STAR EQUIPMENT OF PALM BEACH
ABLE LAWNMOWER
B&S TRAILER MFG
BECK
BLANCHARD MACHINERY
BLAST OFF
CUES
DISCOUNT EQUIPMENT
DUVAL FORD
DUVAL CHEVROLET
DEERE & COMPANY
ETR
EUROPEAN CAR SALES OF AMERICA INC.
EVERGLADES EQUIPMENT
FORD CRESTVIEW
FLORIDA COAST EQUIPMENT
FLORIDA OUTDOOR EQUIPMENT

GRAINGER
GREEN THUMB PALM BEACH
HECTOR TURF
JEFFREY ALLEN INC
JET VAC
JN EQUIPMENT
JOHN DEERE
K&K SYSTEMS
KAUFF'S TRUCK & TRAILER
KELLY TRACTOR
MATTHEWS BUS ALLIANCE
NEXTRAN
RECHTIEN
SENCORE
SEMINOLE TOYOTA
SITE ONE LANDSCAPE
SOUTH FLORIDA EMERGENCY VEHICLES
SOUTHERN LAWN EQUIPMENT
SOUTHERN SEWER EQUIPMENT
STEP ONE AUTO GROUP
SUNBELT WASTE EQUIPMENT
SUNSHINE GOLF CAR
SUTPHEN
TEN- 8
TEXAS TRAILERS
THE ARMORED GROUP
THOMPSON PUMP
TRADEWINDS
VERMEER
VC EQUIPMENT CORP
WESTON NISSAN
XYLEM

Status
ORDERED
RECEIVED
DELAYED
PENDING
IN PROCESS
ROLLOVER
CANCELLED
POSTPONED

Y
N
Totaled
DNR

FUNDING SOURCE
LOAN
LEASE
PURCHASE
SURPLUS
ARPA GRANT
REPLACEMENT
INSURANCE CLAIMS
PURCHASE 1.5

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Proposed Resolution No. R25-279- Approve a limited term extension amendment extending the City of Boynton Beach's agreement with Mae Volen Senior Center, Inc. for transportation services by an additional 180 days.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-279.

Explanation of Request:

Mae Volen Senior Center, Inc. has provided transportation services for the City of Boynton Beach Senior Center since October 2012. The original agreement required the provider to offer transportation for City senior residents, consisting of four (4) daily rides, Monday through Friday, to and from the Senior Center and individual residences, following routes and destinations established by the City. The current contract expired on September 30, 2025.

To maintain uninterrupted transportation services for senior residents, the Procurement Division recommends executing a limited-term contract with Mae Volen Senior Center, Inc. as a single source purchase while a formal solicitation is conducted. The original agreement has been automatically renewed since its inception in 2012; therefore, in accordance with Procurement best practices, the service will be re-solicited to ensure competitive pricing, transparency, and compliance with current procurement standards.

Staff recommends that that City Commission approve and authorize the Mayor to execute a limited-term contract with Mae Volen Senior Center, Inc. for transportation services to the City of Boynton Beach Senior Center, until such time that the Procurement Division completes the formal solicitation and a new contract is awarded.

How will this affect city programs or services? Extending the current transportation agreement will ensure uninterrupted transportation services for senior residents who rely on the City’s Senior Center. This continuity supports the City’s commitment to providing accessible and reliable transportation, which is essential for seniors to attend programs, access resources, and maintain their independence. Without this extension, there could be a temporary disruption in services that would negatively impact seniors’ participation in City programs.

Budgeted Item: Yes

Account Line Item and Description:

001-1211-512-49-17

Fiscal Impact: Vendor shall be compensated at a rate of Nine Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents ($9,166.67) per month, payable monthly upon submission of invoices to the City.

Attachments:
R25-279 Agenda_Item_3801-2025_Resolution_for_Mae_Volen_Limited_Term_Extension.docx
Exhibit A to Resolution - Mae_Volen_Senior_Center_Inc_-_Transportation_Services_-_Limited_Term_Extension_Amendment_-_Final_ELUGO_Signed.pdf
MVSC City Of Boynton COI 2025-2026.pdf
Mae Volen Senior Center 2012.pdf
11-19-24 - Agenda Item - Renewals.pdf

RESOLUTION NO. R25-279

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE LIMITED TERM EXTENSION AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND THE MAE VOLEN SENIOR CENTER, INC. FOR TRANSPORTATION SERVICES; AND FOR ALL OTHER PURPOSES.

WHEREAS, on October 1, 2012, the Parties entered into a two-party agreement, City of Boynton Beach Agreement No. 070271021 (the "Agreement") to provide transportation services to the City's senior residents four (4) daily rides (Monday through Friday), to and from the City's Senior Center and individual residences following routes and destinations established by the City; and

WHEREAS, the current term of the Agreement will expire on September 30, 2025; and

WHEREAS, the City will be issuing a procurement solicitation to select a vendor and desires to extend the Term of the Agreement on a limited basis to ensure the City has adequate services for senior residents' transportation services and to provide time for the issuance of a competitive solicitation for a new contract. The Term of the Agreement will be extended on a month-to-month basis for an additional one hundred eighty (180) calendar days, beginning on October 1, 2025, and expiring on April 1, 2026, or execution of a contract under the City's procurement solicitation; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Limited Term Extension Amendment to the Agreement between the City and the Mae Volen Senior Center, Inc. for transportation services.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Limited Term Extension Amendment to the Agreement between the City and the Mae

Volen Senior Center Inc., for transportation services (the "Amendment"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Amendment as a public record of the City. A copy of the fully executed Amendment shall be provided to Marvelous Washington to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-279

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

LIMITED TERM EXTENSION AMENDMENT TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE MAE VOLEN SENIOR CENTER, INC. FOR TRANSPORATION SERVICES

AGREEMENT NO. 070271021

This Limited Term Extension Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and The Mae Volen Senior Center Inc., a Florida corporation ("Vendor") (collectively referred to as the "Parties").

RECITALS

Whereas, on October 1, 2012, the Parties entered into a two-party agreement, City of Boynton Beach Agreement No. 070271021 (the "Agreement") to provide transportation services to the City's senior residents four (4) daily rides (Monday through Friday), to and from the City's Senior Center and individual residences following routes and destinations established by the City; and

Whereas, the current term of the Agreement will expire on September 30, 2025; and

Whereas, the City will be issuing a procurement solicitation to select a vendor and desires to extend the Term of the Agreement on a limited basis to ensure the City has adequate services for senior residents' transportation services and to provide time for the issuance of a competitive solicitation for a new contract; and

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Term of the Agreement is hereby extended on a month-to-month basis for an additional one hundred eighty (180) calendar days, beginning on October 1, 2025, and expiring upon the earlier of April 1, 2026, or execution of a contract under the City's procurement solicitation.

4. Vendor shall be compensated at a rate of Nine Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents ($9,166.67) per month, payable monthly upon submission of invoices to the City.

5. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

7. The following new sections are added to the Agreement as follows:

(a) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

(b) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

(c) Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

(d) Anti-Human Trafficking. On or before the Effective Date of this Amendment, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

8. The effective date of this Amendment shall be the date of complete execution by the Parties.

9. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(Signatures on following page)

CITY

CITY OF BOYNTON BEACH

By_____
Rebecca Shelton, Mayor

____ day of _____, 2025

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

The Mae Volen Senior Center, Inc.

By_____
Authorized Signer

Elizabeth Lugo, President/CEO
Print Name and Title

16 day of September, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2025

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 Marsh & McLennan Agency LLC 1000 Corporate Drive Suite 400 Fort Lauderdale FL 33334	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** FLCertificate@MarshMMA.com
INSURED MAEVOLEN Mae Volen Senior Center Inc. dba The Volen Center 1515 West Palmetto Park Road Boca Raton FL 33486	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Star Insurance Company — 18023 **INSURER B :** Florida Insurance Trust — 99999 **INSURER C :** Ameritrust Insurance Corporation — 10665 **INSURER D :** Continental Casualty Company — 20443 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1632680333 **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	
C	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	FITGL368392025	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	FITAU368392025	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	FITWC368392025	6/1/2025	6/1/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C D	Professional Liability Directors & Officers /EPLI Claims-Made; Prior/Pend: 1/27/11			FITGL368392025 4025655498	6/1/2025 6/1/2025	6/1/2026 6/1/2026	PL Ea Occur/Aggregate D&O/EPLI Aggregate D&O/EPLI Deductible	$1MIL / $3MIL 4,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability | Houston Casualty Company | Policy#: H24NGP21287403
Policy Term: 1/27/2025 - 1/27/2026 | Each Claim/Aggregate: $1,000,000 | Retention: $5,000
==========
Fiduciary Liability | Travelers Cas & Surety Co of America | Policy#: 106475559
Policy Term: 6/1/2024 - 6/1/2027 | Limit: $1,000,000 | Retention: $1,000
==========
Certificate holder, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER

City of Boynton Beach
Boynton Beach Senior Center
100 East Ocean Avenue
Boynton Beach FL 33435

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

April K Ry

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The City of Boynton Beach

OFFICE OF THE CITY MANAGER
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
City Manager's Office: (561) 742-6010
FAX: (561) 742-6011
e-mail: LaVerniereL@bbfl.us
www.boynton-beach.org

October 1, 2012

Elizabeth L. Lugo
President/CEO
The Mae Volen Senior Center, Inc.
1515 West Palmetto Park Road
Boca Raton, Florida 33486

Re: Letter of Understanding regarding Transportation Services

Dear Ms. Lugo:

The purpose of this Letter of Understanding is to formalize the Agreement between the City of Boynton Beach ("City") and the Mae Volen Senior Center, Inc. ("Volen") as it relates to transportation services.

BACKGROUND

Prior to October 1, 2011, the City operated a transportation service commonly referred to as the "Shopper Hopper" Program. The Shopper Hopper Program provided low cost transportation for seniors within the Boynton Beach city limits to locations such as the Boynton Beach Senior Center, doctor's offices, grocery stores, pharmacies, social service agencies, and a variety of other locations throughout the City. The Shopper Hopper operated on a six day a week schedule with fixed routes as established by the City's Recreation and Parks Department.

The Boynton Beach Shopper Hopper Program was discontinued by the City Commission effective September 30, 2011. The City Commission's decision was based upon its determination that the Volen could provide transportation services in substantially the same manner as the Shopper Hopper Program in an equally efficient but less costly manner.

In conjunction with the City's budget hearings, Volen made a proposal to extend Volen's Community Coach Program that was already in service in the City but running at capacity. Volen proposed that it could add additional fixed routes including transportation to and from the City's

RECEIVED ON
OCT 08 12
City Manager's Office

Senior Center. The City and Volen entered into an Agreement for the 2011-2012 budget year to allocate $75,000 of its budget to Volen to subsidize the additional transportation services.

The City of Boynton Beach and Volen desire to continue their relationship for the 2012-2013 budget year. In order to meet the needs of the senior residents of the City, additional runs to and from the Senior Center are needed. In exchange for providing standard services, and the additional runs, Volen proposed that the City allocate $85,000 of its 2012-2013 budget to Volen to subsidize the additional transportation services.

As the result of further discussion and negotiation Volen and the City have agreed as follows:

OBLIGATIONS OF THE VOLEN

- Effective date October 1, 2012 and until September 30, 2013 Volen will provide a "Shopper Hopper" Transportation program for the City's senior residents.
- The program will follow the routes and destinations as described in the attached schedule "A".
- The Volen will provide four daily rides (Monday – Friday) arriving to and from the City's Senior Center and individual residences.
- Service will be provided on a first-come, first-serve basis.
- The Volen reserves the right to alter the schedule with regards to days and times as to best meet the needs of the seniors of Boynton Beach.
- Volen will be responsible for all salaries and benefits for the driver(s) as well as all gas, maintenance, repair, tires, insurance, etc. for the vehicles.
- Volen will also provide all office staff, dispatch, scheduling and intake staff.
- The cost per trip for the senior rider is $3 each way and there is no membership fee associated with this program at this time.
- Volen will provide packets of information including all of the necessary paperwork and forms to the City and any interested senior residents. All riders must fill out an enrollment/registration form, sign applicable waivers and forms and adhere to the Volen's policy on rider conduct.
- Volen has the sole discretion to determine who is appropriate and who is not for the service and to monitor compliance with the standards of conduct for the individual riders. Riders must notify Volen if they are not going to need a scheduled ride and will need to adhere to the Volen's Community Coach guidelines as it pertains to scheduling and cancelling any rides.
- Provide the City on request data regarding ridership, fares collected, and ridership complaints, if any.

OBLIGATIONS OF THE CITY

- The City will pay Volen $85,000 which represents the 2012-13 City appropriation for senior transportation services. The $85,000 with be paid in four quarterly payments of $21,250.00.

- Forward to Volen all ridership complaints which are communicated to the City.

ADDITIONAL TERMS OF UNDERDTANDING

- This Letter of Understanding does not constitute a fixed term.
- Volen or the City can discontinue this service and fund relationship at any time provided ninety (90) days advanced notice is provided.
- The City is under no duty to continue to appropriate funds for the services being provided by Volen.
- The transportation services being provided by the Volen remain solely under the control of Volen and the City has no operational control over the operational means and methods used by Volen.
- Volen is not an employee, independent contractor, or agent of the City but operates as a private independent entity.

Please confirm that The Mae Volen Senior Center, Inc. agrees that the foregoing represents the understanding of our mutual obligations by signing below and return one of the two originals to me.

Thank you for your continued cooperation with the City of Boynton Beach and your assistance in providing transportation services to our seniors and other citizens in need of independent transportation.

Very truly yours,

Lori LaVerriere
Interim City Manager

Elizabeth Lugo 10/2/12

Elizabeth Lugo Date
The Volen Center

cc: James A. Cherof, City Attorney
Janet M. Prainito, City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/19/2024

Approve the renewal and annual expenditure for the one-year extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities over $100,000 as described in Exhibit A for November 19, 2024 - "Request for Extensions and/or Piggybacks."

Requested Action:

Staff recommends approval of this agenda item.

Explanation of Request:

As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggyback governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in Exhibit A (as required).

Vendor(s)	Description of Solicitation	Solicitation Number	Renewal Term	Amount
Mae Volen Senior Center, Inc.	Senior Center Transportation Services	Two-Party Agreement	October 1, 2024 – September 30, 2025	Annual Estimated Expenditure $110,000
UNUM Life Insurance Company of America (UNUM)	Group Short Term and Disability Insurance	City of Boynton Beach Agreement HR22-054	October 1, 2024 – September 30, 2025	Annual Estimated Expenditure $350,000

Blue Marlin Investments dba Cayco Landscaping	Maintain Palms and Hardwood Trees in the City Facilities, Medians, and Parks	Piggyback City of Pembroke Pines Contract RE-20-08. COBB Contract No. PWE23028	September 28, 2024 - September 27, 2025	Annual Estimated Expenditure $420,000
Graybar Electric Company	Purchase of Electrical Parts, Components, and lighting for Warehouse Stock & various Applications throughout the City	Piggyback the City of Kansas City with Omnia Partners Contract No. EV2370 COBB No. 045141221	February 1, 2025 - January 31, 2029	Annual Estimated Expenditure $220,000

How will this affect city programs or services? The renewal(s) will be used for those solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions as the initial award.

Fiscal Impact:

See Attached Bid and Piggyback Over $100K - Exhibit A

Attachments:
$100K over REQUEST FOR BID EXTENSIONS November 19 2024 Report - Exhibit A.docx
Renewal Interest Letter - Mae Volen Senior Center Inc 2024-2025.pdf
Renewal Interest Letter - UNUM Short_Long Term Insurance - SIGNED 2024-2025.pdf
Renewal First Amendment to Blue Marlin dba Cayco - PSPW-23-11 Citywide Trees, Plants and Other Materials (FE) 2024-2025
Graybar _ OMNIA Partners _ Contract Documents.pdf
City_of_Kansas_City_OMNIA_Partners_Public_Graybar Contract_EV2370_Extension

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Proposed Resolution No. R25-280- Award Request for Proposal No. 25-053R for the Citywide Holiday Lighting to Artistic Holiday Designs and approve an Agreement between the City and Artistic Holiday Designs in an amount not to exceed $110,000 per year.

Requested Action: Staff recommends approval of Proposed Resolution No. R25- 280.

Explanation of Request: Term of Contract October 22, 2025 - October 21, 2028

Putting up holiday lights in the City of Boynton Beach plays an important role in fostering community pride, supporting local businesses, and enhancing the city's image as a vibrant destination. Seasonal lighting transforms public spaces—such as downtown streets, parks, and the waterfront—into festive gathering places that encourage residents to come together and enjoy the city after dark. The warm, inviting atmosphere not only strengthens community spirit but also attracts visitors from neighboring areas, boosting local tourism and driving economic activity for restaurants, shops, and small businesses. A beautifully illuminated city becomes a visual landmark that draws attention on social media and regional news, promoting Boynton Beach as a welcoming and lively place to visit during the holidays. Beyond aesthetics, holiday lights improve safety and visibility in public areas, extend the usability of outdoor spaces, and contribute to a sense of joy and celebration that resonates with residents and visitors alike—making Boynton Beach shine as a true holiday destination.

On August 14, 2025, Procurement Services opened a total of eight (8) proposals in response to the Request for Proposals (RFP) No. 25-053R for the Citywide Holiday Lighting - Multi-Year Contract. The RFP was issued seeking services of a qualified and experienced contractor to provide the design, installation, maintenance, and removal of holiday lights and decorations Citywide. This initiative supports the City's ongoing commitment to creating vibrant, welcoming public spaces that enhance community spirit and attract residents and visitors during the holiday season.

A selection committee comprised of Fabien Desrouleaux, Assistant Director, Recreation & Cultural Services, Melanie Gayahpersad, Events Coordinator; and Annalie Holmes, Deputy Director of Public Works, reviewed all proposals. After independently reviewing and ranking each proposal in accordance with the evaluation criteria contained in the RFP, in a publicly noticed meeting held on September 25, 2025, the Committee disclosed its scores, which resulted in the Committee inviting the two top-ranked proposers for the interview/additional discussion phase of the procurement process.

On September 29, 2025, interviews/additional discussions took place with the two (2) top-ranked proposals. On September 30, 2025, the committee met for final deliberation and selected Artistic Holiday Designs as the top-ranked, most qualified proposer to be recommended for the award of the contract. Artistic Holiday Designs' proposal was comprehensive, innovative, and demonstrated a strong understanding of the City's vision for festive and inclusive holiday displays. The proposed designs include a variety of lighting and decorative elements tailored to multiple City-owned properties, including but not limited to Centennial Park and Sara Sims Park.

This contract will enable the City to deliver a cohesive and visually impactful holiday experience, while also streamlining installation, maintenance, and removal logistics through a single, professional vendor.

VENDOR NAME	**RANKING**
Artistic Designs	Rank 1
South Florida Lighting Team LLC dba Miami Christmas Lights	Rank 1
Stallion Equities LLC dba Randy's Holiday Lighting	Rank 3
Rileighs Outdoor, LLC dba Holiday Outdoor Decor	Rank 4
Shellard Lighting Designs LLC	Rank 5
All Seasons Imports dba The Christmas Palace	Rank 6
Brandano Displays, Inc.	Rank 7
Solarium Energy Corp	Rank 7

How will this affect city programs or services?

The proposed agreement with Artistic Holiday Designs represents a strategic investment in the City's seasonal programming, with the goal of enhancing public spaces while maintaining fiscal responsibility. The budgetary impacts are outlined as follows:

1. **Planned and Budgeted Funding:** The costs associated with the holiday lighting and décor program have been anticipated and allocated in the City's approved annual operating budget. No additional or unplanned funding is required at this time.

2. **Cost Efficiency Through Outsourcing:** Outsourcing the design, installation, maintenance, and removal of decorations reduces the need for City staff overtime, equipment rentals, and supply purchases. This approach provides better value and predictability than managing the program in-house.

3. **Fixed Annual Cost Structure:** The agreement includes a defined scope of work and fixed pricing for services, helping the City avoid unexpected expenses and allowing for accurate annual budgeting over the life of the contract.

4. **Potential for Long-Term Savings:** By working with a single, professional vendor, the City may realize long-term savings through improved efficiencies, reduced wear on City-owned equipment, and minimized emergency repair costs that can result from DIY or piecemeal installations.

5. **Community & Economic ROI:** While the program requires upfront investment, it supports increased attendance at City events and downtown activity during the holiday season, which can positively impact local businesses and sales tax revenue.

In summary, the holiday lighting contract is a cost-conscious enhancement to City services that provides a strong return on investment through operational efficiency, community engagement, and economic development benefits.

Budgeted Item: Yes

Account Line Item and Description: 001-1213-519-48-24 Special Events

Fiscal Impact: Expenditures of up to $110,000 per year for 3 years, with the option to renew for one (1) two-year renewal.

Attachments:
Agenda Item 3809-2025 Resolution for Holiday Light RFP Award to Artistic Holiday.docx
Exhibit A to Resolution - Citywide Holiday Lighting - Multi-Year Professional Svs Agreement - RFP 25-053R - Vendor Signed 10.10.25.pdf
Exhibit B - Proposal for RFP-25-053R Citywide Holiday Lighting - Revised Design for 2025
25-053R - Proposal - Artistic Holiday Designs
25-053R - Citywide Holiday Lighting - Multi-Year - Compliance Tabulations- 25-053R
25-053R - Ordinal Ranking - Summary of Reviewer Scores
RFP 25-053R - Citywide Holiday Lighting - Multi-Year Contract - Revised 8.1.25.pdf

RESOLUTION NO. R25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSAL NO. 25-053R FOR THE CITYWIDE HOLIDAY LIGHTING TO ARTISTIC HOLIDAY DESIGNS AND APPROVING AN AGREEMENT BETWEEN THE CITY AND ARTISTIC HOLIDAY DESIGNS IN AN AMOUNT NOT TO EXCEED $110,000 PER YEAR; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City issued Request for Proposals ("RFP") No. 25-053R pursuant to state and local law to solicit proposals for Citywide Holiday Lighting Multi-Year Contract (the "Services"); and

WHEREAS, Artistic Holiday Designs ("Vendor") responded to the RFP by submitting its Proposal dated August 13, 2025 (the "Proposal"), and

WHEREAS, the City created an evaluation committee, reviewed all proposal responses, and scored the proposals in accordance with the criteria outlined in the RFP; and

WHEREAS, the City selected the Vendor as the best qualified to perform the Services; and

WHEREAS, the City desires to engage the Vendor to provide such services to the City on an as-needed basis; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to award RFP No. 25-053R for the Citywide Holiday Lighting to Artistic Holiday Designs, and approve an Agreement between the City and Artistic Holiday Designs in an amount not to exceed $110,000 per year.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby award RFP No. 25-053R for the Citywide Holiday Lighting to Artistic Holiday Designs.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between the City and Artistic Holiday Designs for Citywide Holiday

Lighting in an amount not to exceed $110,000 per year (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 5. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Melanie Gayahpersad and Taralyn Pratt to forward to the Vendor.

SECTION 6. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ARTISTIC HOLIDAY DESIGNS, FOR CITYWIDE HOLIDAY LIGHTING MULTI-YEAR CONTRACT

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 Artistic Holiday Designs a corporation authorized to do business in the State of Florida, with a business address of 4417 SE 16th PL #13, Cape Coral, FL 33904, hereinafter referred to as "VENDOR" each a "Party" and collectively the "Parties". In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

WHEREAS the City issued Request for Proposals No. 25-053R (the "RFP") pursuant to state and local law to solicit proposals for Citywide Holiday Lighting Multi-Year Contract (the "Services"); and

WHEREAS Contractor responded to the RFP by submitting its Proposal dated August 13, 2025 (the "Proposal"), and

WHEREAS the City created an evaluation committee, reviewed all proposals responses and scored the proposals in accordance with the criteria outline in the RFP; and

WHEREAS the City selected Contractor as the best qualified to perform the Services; and

WHEREAS the City desires to engage Contractor to provide such services to the City on an as-needed basis according to the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Contractor do hereby agree as follows:

1. **SERVICES**.

   a. **Services** Contractor shall provide the type of services described in the Scope of Services attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Contractor may be requested to provide specific Services for various and different tasks or projects. Contractor shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

   b. **Use of Subcontractors** Contractor shall utilize only the subcontractors identified in its Proposal to provide the Services. Contractor shall obtain written approval of City before changing or modifying any subcontractors, which shall be automatically updated upon such written approval. Contractor shall bind in writing each approved subcontractor to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 24 on Contractor's subcontractors.

2. **TERM**. This Agreement shall be for an initial term of **THREE** (**3**) years, commencing on **October 22, 2025**, and shall remain in effect through **October 21, 2028** ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The City reserves the right to renew the Agreement for one (1) additional two-year renewal term (the "Extension Term") on the same terms and conditions stated in this Agreement, subject to Contractor's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City,

and confirmation that Contractor is the sole source to provide the Services. The Mayor is authorized to execute the term extension amendment(s). If Contractor requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

3. **TIME FOR PERFORMANCE**.

a. **Commencement of Work**. Services under the Agreement shall commence upon the City giving written notice to the Contractor to proceed along with a purchase order. Contractor shall perform all Services and provide all deliverables required pursuant to this Agreement. Time is of the essence for the Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

b. **Delays; Untimely Performance**.

i. **Delays; No Fault of Contractor**. If Contractor is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Contractor, or because of delays caused by factors outside the control of Contractor, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Contractor to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Contractor's control and to inform the City of all facts and details related to the delay. Contractor must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

ii. **Delays Due to Contractor**. If Contractor fails to substantially complete the Services in whole or in part on or before the date established in the purchase order, Contractor shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

4. **AMOUNT AND METHOD OF COMPENSATION**.

a. **Compensation**. As compensation for Services rendered by Contractor to the City , the City shall pay the Contractor an annual amount not to exceed **One Hundred Ten Thousand and Zero Cents ($ 110,000.00)** ("Fee") calculated based on the anniversary date of complete execution of the Agreement. The City shall have sole discretion to select lighting, décor, themes, Christmas trees, and other items from Contractor's catalog or through special order, provided that the total cost of all items and services does not exceed the annual Fee. The Fee is based on the Hourly Rates and pricing outlined in the Fee Schedule attached hereto as **Exhibit B** and incorporated into this Agreement by reference. The Fee shall be the sole compensation paid to Contractor in connection with the rendition of the Services and the performance of all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Contractor. Contractor shall provide the City with current catalog pricing and availability information, as well as pricing for special order items upon request. The City reserves the right to modify its selections at any time prior to ordering, subject to the annual not-to-exceed amount.

b. **Subconsultant/Subcontractor Fees**. If subcontractor is permitted, the Contractor shall bill the City for subcontractor fees with no markup and within any applicable maximum not-to-exceed amount.

c. **CPI Increases.** All prices for the Initial Term are fixed in accordance with the pricing stated in the Agreement. Contractor may request a price adjustment for labor unit prices for any applicable extension term. This request must be in writing, submitted to the City at least ninety (90) days before the start of the next applicable Extension Term, and accompanied by documentation to substantiate the need for the price adjustment.

Any price adjustment will be consistent with the Consumer Price Index ("CPI"). The CPI data will be obtained from the U.S. Bureau of Labor Statistics' table for CPI for All Urban Consumers ("CPI-U"), All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. The City will designate a reasonably similar index if no such index is published.

In its sole discretion, the City will determine if Contractor's requested adjustment is in the City's best interest based on current market conditions and information regarding similar services in the area. City approval is required for any price adjustment requested by Contractor; the City will provide written notification to Contractor of City's decision to approve or reject any requested adjustment. The City may also initiate a price adjustment consistent with the CPI-U; unless otherwise stated in the Agreement, Contractor's written approval is required for any price adjustment initiated by City.

If approved by the City, the CPI price adjustment percentage is calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times 100. The CPI current period means the most recently published monthly index before the Agreement's annual anniversary. The CPI previous period means for the same month of the prior year. Any year's CPI price adjustment percentage will not exceed a maximum change of three percent (3%).

Contractor acknowledges that any adjustment is at the City's sole discretion, and if the City does not approve any such adjustment, Contractor is obligated to perform the Services in full for the entire Term without the requested adjustment to pricing.

5. **NOTICES**. All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Contractor: Samantha Barkus
Artistic Holiday Designs
4417 SE 16th PL #13
Cape Coral, FL 33904
Telephone: (815) 708-1709
Email: Samanthab@artisticholidaydesigns.com

6. **INVOICES AND PAYMENT**. Invoices must identify the PO number and project description, and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year.

Payment shall be made only for services performed and completed pursuant to this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty, or incomplete rendition of the Services.

7. **TAX EXEMPT**. Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. The City will provide the Contractor with proof of tax-exempt status upon request.

8. **SOVEREIGN IMMUNITY**. Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

9. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

10. **PUBLIC RECORDS**. 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 when utilizing non-City-owned equipment.

    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 compatible with the City's information technology systems.

    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:**

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

11. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

12. **E-VERIFY**. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for one (1) year after the date of termination.

13. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, Contractor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

14. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Contractor shall provide City with an affidavit attesting that the Contractor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

15. **COUNTRIES OF CONCERN**. The Contractor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

16. **PUBLIC ENTITY CRIME ACT**. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

17. **CONTINGENT FEE**. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

18. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Contractor's compensation under this Agreement is based upon its representations to City. Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Contractor's compensation in this Agreement.

19. **DULY LICENSED**. Contractor represents that it is duly licensed to perform the Services under this Agreement and will continue to maintain all licenses and approvals required to conduct its business.

20. **FORCE MAJEURE**. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

21. **DISPUTES**. Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

22. **TERMINATION**.

    a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Contractor shall be compensated for services performed through the termination date, including services reasonably related to termination.

    b. **Termination for Cause**. In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party 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 thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

    c. In the event of termination, the City shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Contractor shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.

    d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

23. **INDEMNIFICATION.**
    The Contractor shall indemnify and hold harmless the City, and its officers and employees (collectively "indemnified party", from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

The Contractor 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 Consultant's breach of any of the provisions of the contract. Contractor shall not be responsible for negligent acts of the City or its employees. Further, the Contractor shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the Agreement by the Contractor.

24. **INSURANCE.** At the time of execution of this Agreement, the Contractor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by **Attachment A**.

25. **LIMITATION OF LIABILITY**. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the amount remaining due to Contractor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity, or otherwise; and in no event shall City be liable to Consultant for punitive or exemplary damages or lost profits or consequential damages.

26. **INDEPENDENT CONTRACTOR**. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Contractor is an independent contractor under this Agreement and shall not be considered the City's employee for any purpose. Contractor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

27. **COMPLIANCE WITH LAWS**. Contractor hereby always warrants and agrees that material to the Agreement, Contractor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

28. **BREACH OF REPRESENTATIONS**. Contractor acknowledges that City is materially relying on the representations, warranties, and certifications of Contractor stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Contractor the total amount of any damage incurred; and (d) debarment of Contractor.

29. **ASSIGNMENT**. If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Contractor, Contractor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any company ownership change shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Contractor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement. Contractor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement within thirty (30) calendar days of such event.

30. **NO LIEN**. The Contractor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Contractor.

31. **AGREEMENT SUBJECT TO FUNDING**. The 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 of 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.

32. **NON-EXCLUSIVE**. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

33. **REPRESENTATION OF AUTHORITY**. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that

Contractor has with any third party or violates applicable law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of contractor is duly authorized by all necessary and appropriate action to do so on behalf of contractor and does so with full legal authority.

34. **RIGHTS IN DOCUMENTS AND WORK**.

    a. **Ownership**. All videos, photographs, documents, materials, data, or other work created by Contractor in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work.

    b. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Contractor to City within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

    c. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Contractor's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein); and Contractor agrees to such reuse in accordance with this provision. Notwithstanding the foregoing, any modifications made by the City to any of the Contractor's documents, or any reuse of the documents, will be at the City's sole risk and without liability to the Contractor.

35. **CONTRACTOR'S STAFF**. Contractor will provide the key staff identified in its Proposal if they are in Contractor's employment. Contractor will obtain prior written approval from the City to change key staff. Contractor shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Contractor's staff, City shall first meet with Contractor and provide reasonable justification for said removal; upon such reasonable justification, Contractor shall use good faith efforts to remove or reassign the staff at issue.

36. **THIRD-PARTY BENEFICIARIES**. Neither Contractor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

37. **MATERIALITY AND WAIVER OF BREACH**. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

38. **COUNTERPARTS AND MULTIPLE ORIGINALS**. This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

39. **NON-DISCRIMINATION**. Contractor and any subcontractors shall not discriminate based on race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

40. **CONTROLLING PROVISIONS**. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of

the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

41. **ENTIRE AGREEMENT**. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment executed by the City and Contractor.

42. **SEVERABILITY**. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

(Signatures on following page)

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

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

ARTISTIC HOLIDAY DESIGNS

Artistic Holiday Designs
(Signature), Company

Derek Norwood
Print Name of Authorized Official

C.E.O.
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES TO BE PERFORMED:

The City reserves the right to change or choose City locations, City property areas, lighting, décor, themes, Christmas trees, and other items from the Contractor's catalog, or through special order, at any time prior to ordering, provided that the total cost of all items and services does not exceed the annual not-to-exceed amount.

HOLIDAY LIGHTING INSTALLATION:

A. CITYWIDE LIGHTING COVERAGE:

- Installation of Christmas lights on street poles, trees, buildings, parks, and public spaces.
- Decorative lighting installation at City Hall, community centers, major roadways, and high-traffic areas.
- Provide a concept drawing and décor plan.

B. COMMUNITY CENTERS:

- Senior Center
- Hester Center
- Sims Center
- Tennis Center
- Denson Pool
- IPC
- Fire Stations

C. LIST OF ALL PARK LOCATIONS:

- Barrier Free Park:
  Address: 3111 S CONGRESS AVENUE
- Eco Park *(under development):*
  Address: 3500 QUANTUM BOULEVARD
- Ezell Hester, Jr. Community Center & Park:
  Address: 1901 N SEACREST BOULEVARD
- Sara Sims Park:
  Address: 209 NW 9TH COURT
- Wilson Park:
  Address: 225 NW 12TH AVENUE
- Harvey E. Oyer Park:
  Address: 2010 N FEDERAL HIGHWAY
- Intracoastal Park:

Address: 2240 N FEDERAL HIGHWAY

- Jaycee Park:
  Address: 2600 S FEDERAL HIGHWAY

- Oceanfront Park:
  Address: 6415 N OCEAN BOULEVARD
- Promenade Park:
  Address: 700 E MARINA WAY

- Little League Park:
  Address: 300 W WOOLBRIGHT ROAD

- Officer Joseph Crowder Park & Dog Park:
  Address: 800 RENAISSANCE COMMONS BOULEVARD

- Centennial Park:
  Address: 120 E OCEAN AVENUE

- Heritage Park:
  Address: 100 W MARTIN LUTHER KING JR. BOULEVARD

- Kapok Park:
  Address: 123 E OCEAN AVENUE

- Kiwanis/Sierra Park:
  Address: 2215 NE 4TH STREET

- Veterans Memorial Park, Tom Kaiser, USN:
  Address: 411 N FEDERAL HIGHWAY

- Betty Thomas Park:
  Address: 2882 SE 2nd STREET

- Boynton Lakes Park:
  Address: 300 BOYNTON LAKES BOULEVARD

- Dewey Park:
  Address: 100 NE 4TH STREET

- Forest Hills Park:
  Address: 2500 SW 8TH STREET

- Hibiscus Park:
  Address: 660 SW 1ST AVENUE

- Knollwood Park:
  Address: 8121 LAWRENCE ROAD

- Laurel Hills Park:
  Address: 515 NW 7TH STREET

- Meadows Park:
  Address: 4305 N CONGRESS AVENUE

- Pence Park:
  Address: 600 SE 4TH STREET

- Pioneer Canal Park:
  Address: 848 NW 13TH AVENUE

- The Links Golf Course:
  Address: 8020 JOG ROAD

D. ENTRYWAY FEATURES

- Proposers shall submit designs for custom entryway lighting and decorative features.
- Designs should include illuminated arches, themed signage, or lighted tunnels to serve as focal points at key city entryways.
- Provide a concept drawing and décor plan

Entry Areas:

- Fire Station 3 – Miner and Congress
- Meadows Park – Congress and Miner Blvd
- Police Department – Gateway and High Ridge
- Little League Field – Woolbright and Seacrest
- Barrier Free Park – Congress, South of N Charter Drive
- Intracoastal Park – 2240 N Federal Hwy
- Harvey Oyer Boat Ramp – 2010 N Federal Hwy
- Jaycee Park – Federal Highway and SE 27th Terrace
- Gateway and Federal

E. CHRISTMAS TREE(S)

- Provide, install, and removal of the Christmas Tree 35 feet tall or greater
- Installation of a Christmas Tree Topper.
- Decorative lighting and decorations to match the requested holiday theming.
- Provide a concept drawing and décor plan.

F. AMPHITHEATERS

- Decorative lighting and decorations.
- Provide a concept drawing and décor plan.
- Sara Sims Amphitheater:
  Address: 209 NW 9TH COURT
- Centennial Park Amphitheater:
  Address: 120 E. OCEAN AVENUE

G. LIGHTING TYPES & DECORATIONS

- String lights, icicle lights, net lights, and rope lighting.
- Animated or synchronized lighting displays.
- Pole-mounted decorations and LED motifs.
- Holiday-themed sculptures, figures, or illuminated ornaments, etc.

H. MAINTENANCE & MONITORING

- Routine checks to ensure all lights are operational throughout the holiday season.
- Replacement of defective lights or components within 24 hours of a service request.

I. REMOVAL

- Timely removal of all lighting displays by January 10th.
- Safe and efficient removal without damage to City property.

J. Installation Requirements

- The holiday lighting installation schedule is a week prior to Thanksgiving Day.
- Vendor can only use City Sidewalks or Turf Areas during installation and removal if the vendor agrees to reimburse the City for the cost to repair any damages caused as a result.
- All equipment, lifts, and installation teams must operate from designated areas or City-approved access points to avoid damage to landscaping and sidewalks.

K. Onsite Presence for annual Holiday Lighting Ceremony

- The awarded vendor must have a representative onsite prior to and during the official City of Boynton Beach Holiday Lighting Ceremony to ensure lighting displays function correctly and to troubleshoot any issues in real time.
- The vendor shall coordinate with City staff prior to the event to test all lighting elements.

EXHIBIT B
FEE PROPOSAL

ATTACHMENT A
INSURANCE REQUIREMENTS

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. INSURANCE REQUIREMENTS:
The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:
- **$1,000,000 each occurrence**
- **$3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury**
- **$1,000,000 per occurrence for Property Damage**
- **$1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations**

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice
Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:
- **$2,000,000 each occurrence**
- **$3,000,000 annual aggregate**

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from

others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable. For any Contractor who has exempt status as an individual, the City requires proof of Worker Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- **All Risk Coverage including Flood and Windstorm with no coinsurance clause**
- **Guaranteed policy extension provision**
- **Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity**
- **Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project**
- **Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment**

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. **The Contractor shall provide the City with valid Certificates of Insurance (binders re unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.**

b. **The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.**

c. **In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.**

d. **In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than**

ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.

e. **The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.**

f. **The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.**

g. **The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.**

h. **The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.**

<u>The Certificate Holder should read as follows:</u>
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self- insured retention; including any loss not covered because of the operation of such deductible, co- insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Sexual Assault and Molestation, etc.) may be required based upon the type of event, event location, and/or number of participants.

Revised 04/25/2025

Artistic
Holiday Designs

CITY OF BOYNTON BEACH

Citywide Holiday Lighting
RFP No. 25-053R

PROPOSAL NARRATIVE - DESIGN EDITS
10/10/2025



Leblanc illuminations
AUTHORISED DISTRIBUTOR



Centennial Park - Christmas Tree

410682 Walk Thru Polygon Tree + Cone Tree Topper H 32.8ft x W 28.63ft x D 28.63ft + Topper

Artistic
Holiday Designs



Kapok Park - Historic Kapok Tree

Branch wrap tree in pure white lights and accent park with 409251 Jubliee Walk Thru Ornament H 14.43ft x W 15.74ft x D 6.56ft

Artistic Holiday Designs



Centennial Park - Historic Banyan Tree

Branch wrap tree in pure white lights

Artistic
Holiday Designs



Centennial Park - Entryway by Historic Banyan Tree

901090 2D Walk-Thru Ornament Arch - blue with pure white rope light H 13.12ft x W 14.76ft x D 3.25ft

Artistic Holiday Designs



Centennial Park - Entryway off SE 1st Avenue

901090 2D Walk-Thru Ornament Arch - blue with pure white rope light H 13.12ft x W 14.76ft x D 3.25ft

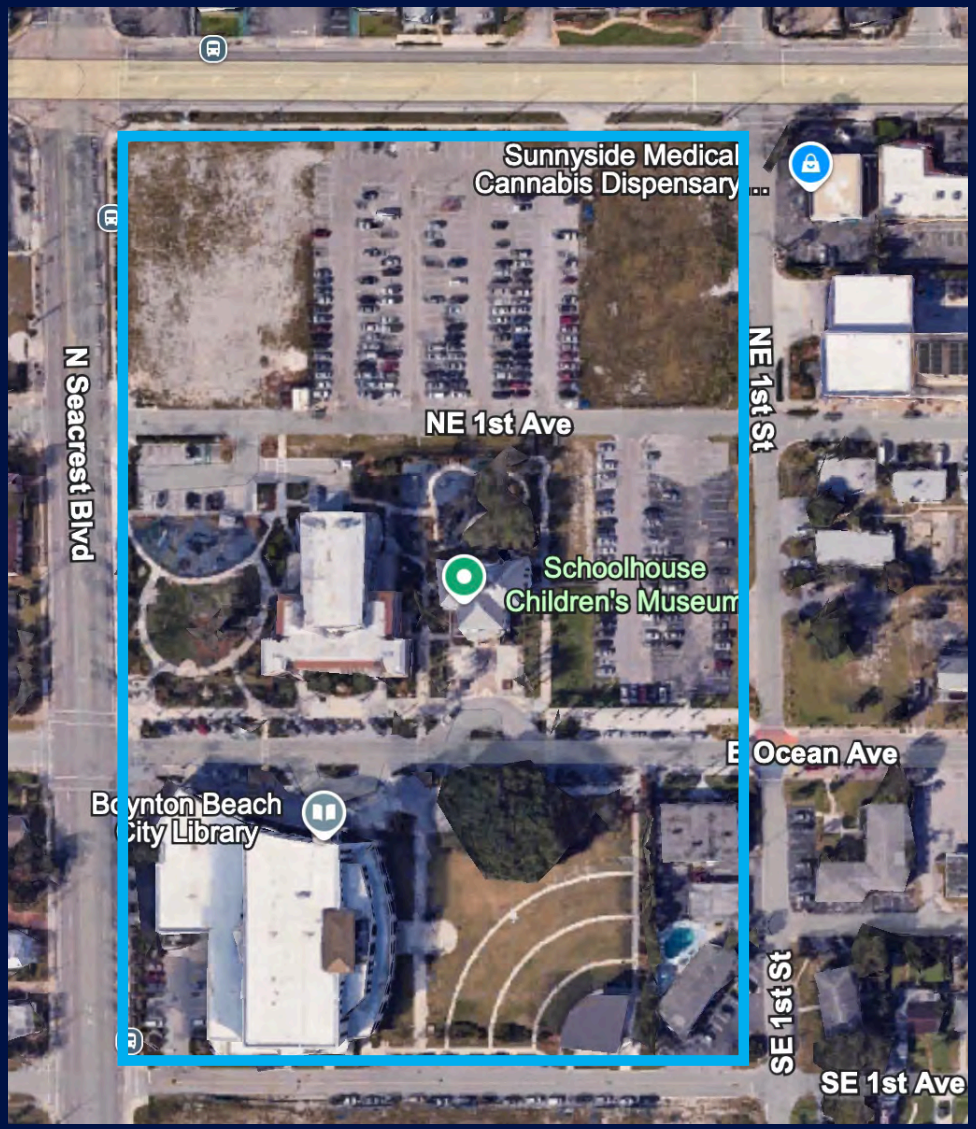
Artistic Holiday Designs



Centennial Park Amphitheatre

c9 lights on roofline, 409534 2D Enchanted Blue Ornaments H 9.84ft x W 7.54ft x D 2.62ft, 203884 Infinity White Ornaments H 9.8ft x W 9.8.ft x L 9.8ft, 203122 Frozen Reindeer H 9.8ft x W 7.22ft x D 3.12ft, 202631 Elsa Throne H 8.53ft x W 5.41ft x D 3.93ft, 411533 Animated Star H 9.84ft x W 9.84ft x D 9.84ft, 204439 Blue Edeco Giftboxes H 3.28ft x W 2.62ft, 413033 Crystal Flake H 3.28ft x W 3.28ft, 203587 / 415501 2D Amaya White Suspensions W 3.28ft

Artistic Holiday Designs





Light Poles in Town Square Area

Wrap black light poles with pure white lights

Artistic
Holiday Designs



Sara Sims Amphitheatre **413036 Star Archway Crossing H 8.2ft x L 19.68ft, Green Garland Pure White Lights, 6 ft Estate Wreath in Blue/Silver with Pure White Lights**

Artistic Holiday Designs



Sara Sims Park - Fence Lighting

Icicle lights on fence in pure white lights

Artistic
Holiday Designs



Barrier Free Park **203489 2D Blue Two Ornament Display H 5.74ft x W 11.48ft,**
408476 2D/3D Enchanted Pure Snowflake H 9.84ft x W 9.8ft x D 2.62ft

Artistic
Holiday Designs



Meadows Park **203188 Snowflake Tree H 19.685ft x W 9.84ft x D 9.84ft, 203461 2D Blue Giftbox with Ornament Displays H 8.2ft x W 11.48ft**

Artistic Holiday Designs

Part #	Description	Dimensions	Quantity
Amphitheater - Centennial Park -Tree			
410682	Polygon Tree + Cone Tree Topper	H 32.8ft x W 28.63ft x D 28.63ft	1
Kapok Park Tree			
	Branch Wrap - PW Mini Lights	1 tree - 200 strands per tree	200
409251	Jubliee Walk Thru Ornament	H 14.43ft x W 15.74ft x D 6.56ft	1
Banyan Tree			
	Branch Wrap - PW Mini Lights	2 trees - 250 strands per tree	500
Amphitheater - Centennial Park			
901090	2D Ornament Arch - Blue	H 13.12ft x W 14.76ft x D 3.25ft	2
409534	2D/3D Enchanted Blue Ornament	H 9.84ft x W 7.54ft x D 2.62ft	1
203884	Infinity White Ornament	H 9.8ft x W 9.8.ft x L 9.8ft	2
202631	Elsa Throne	H 8.53ft x W 5.41ft x D 3.93ft	1
412637	Reindeer in White with Silver Spangles	H 9.84ft x W 6.23ft x D 2.62ft	1
203122	Frozen Reindeer 9.8ft	H 9.8ft x W 7.22ft x D 3.12ft	1
411533	Animated Star	H 9.84ft x W 9.84ft x D 9.84ft	1
204439	Blue Edeco Giftbox	H 3.28ft x W 2.62ft	5
413033	Crystal Flake	H 3.28ft x W 3.28ft	1
203587 / 415501	2D Amaya White	W 3.28ft	2
	C9s Blue	220 ft	220
	Branch Wrap - PW Mini Lights	On evergreen trees - 10 strands per 2 trees	20
Poles in Town Square			
	Canopy Wrap - PW Mini Lights	18 poles 4 strands per pole	72
Sara Sims Park Amp.			
413036	Star Archway Crossing	H 8.2ft x L 19.68ft	1
	Garland Pure White	4 poles - 3 per pole	12
	Wreath - PW lights & Blue Estate	6ft	1
	Trunk Wrap Palm Trees - Pure White	4 Trees - 10 strands per	40
	Icicle Lights on Fence Line - Pure White	575'	83
Barrier Free Park Address: 3111 S CONGRESS AVENUE			
203489	2D Blue Two Ornament Display - 5.74ft	H 5.74ft x W 11.48ft	1
408476	2D/3D Enchanted Pure Snowflake	H 9.84ft x W 9.8ft x D 2.62ft	1
Meadows Park Address: 4305 N CONGRESS AVENUE			
203188	Snowflake Tree	H 19.685ft x W 9.84ft x D 9.84ft	1
203461	2D Blue Giftbox with Ornament Display - 8.2ft	H 8.2ft x W 11.48ft	2

Lease Bundle Subtotal w/ additional 60% discount				$68,601.75
Additional Management Discount to meet budget				-$6,969.34
Lease Bundle FINAL Subtotal				$61,632.41
Field Services	Install, Dismantle & Equipment			$34,000.00
On Site Service	During the Event			$1,500.00
Shipping	2 Trucks - 2 ways		4	$18,000.00
Discount on Shipping		Year 1		-$5,132.41
Tax	Exempt			$0.00
TOTAL				**$110,000.00**

Artistic
Holiday Designs

Thank You

Thank you for allowing Artistic Holiday Designs the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

Aex Shinn
708-617-0798
AlexS@ArtisticHolidayDesigns.com

Leblanc illuminations
AUTHORISED DISTRIBUTOR



25-053R - Citywide Holiday Lighting Multi-Year Contract

Opening Date: June 29, 2025 12:30 AM

Closing Date: August 14, 2025 3:00 PM

Vendor Details

Company Name:	Artistic Holiday Designs
Does your company conduct business under any other name? If yes, please state:	Florida
Address:	4417 SE 16th PL Cape Coral, Florida 33904
Contact:	Alexander Shinn
Email:	alexs@artisticholidaydesigns.com
Phone:	708-722-1174
Fax:	708-722-1174
HST#:	47-4074306

Submission Details

Created On:	Friday July 18, 2025 10:08:40
Submitted On:	Wednesday August 13, 2025 19:26:35
Submitted By:	Alexander Shinn
Email:	alexs@artisticholidaydesigns.com
Transaction #:	80141ff7-c868-4b19-9272-643d8e6cfaae
Submitter's IP Address:	147.243.183.50

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY"** and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

PRICE PROPOSAL - HOLIDAY TREE (35 FEET)

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, grade, and materials for the service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT".

All labor fees must include project management, setup and staging fees, fuel, storage fees, disposal, equipment rentals, travel, and mileage.

CHRISTMAS TREE	Unit	Quantity	Unit Cost *	Total
Christmas Tree - 35 Feet (provide the tree, concept drawing, and decor plan)	35 Ft	1	$11,439.8200	$ 11,439.82
Custom Tree Topper	Lump Sum	1	$0.0000	$ 0.00
Lighting and Decor	Lump Sum	1	$0.0000	$ 0.00
Labor, Installation, and Removal	Lump Sum	1	$8,977.6900	$ 8,977.69
			Subtotal:	$ 20,417.51

PRICE PROPOSAL - PARK LOCATIONS - SMALL DISPLAY

SECTION VII - PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, grade, and materials for the service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT".

All labor fees must include project management, setup and staging fees, fuel, storage fees, disposal, equipment rentals, travel, and mileage.

PARK LOCATIONS - SMALL DISPLAY	Unit	Quantity	Unit Cost *	Total
Holiday Animated Display at Park Location(s) – Provide Examples of each size category	Lump Sum	1	$1,000.0000	$ 1,000.00
Design Cost	Lump Sum	1	$0.0000	$ 0.00
Revision Cost	Per Round	1	$0.0000	$ 0.00
Labor, Installation, and Removal	Lump Sum	1	$125.0000	$ 125.00
			Subtotal:	$ 1,125.00

PRICE PROPOSAL - PARK LOCATIONS - MEDIUM DISPLAY

SECTION VII - PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, grade, and materials for the service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT".

All labor fees must include project management, setup and staging fees, fuel, storage fees, disposal, equipment rentals, travel, and mileage.

PARK LOCATIONS - MEDIUM DISPLAY	Unit	Quantity	Unit Cost *	Total
Holiday Animated Display at Park Location(s) – Provide Examples of each size category	Lum Sum	1	$5,000.0000	$ 5,000.00
Design Cost	Lump Sum	1	$0.0000	$ 0.00
Revision Cost	Per Round	1	$0.0000	$ 0.00
Labor, Installation, and Removal	Lump Sum	1	$1,500.0000	$ 1,500.00
			Subtotal:	$ 6,500.00

PRICE PROPOSAL - PARK LOCATION - LARGE DISPLAY

SECTION VII - PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, grade, and materials for the service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT".

All labor fees must include project management, setup and staging fees, fuel, storage fees, disposal, equipment rentals, travel, and mileage.

PARK LOCATIONS - LARGE DISPLAY	Unit	Quantity	Unit Cost *	Total
Holiday Animated Display at Park Location(s) – Provide Examples of each size category	Lump Sum	1	$10,000.0000	$ 10,000.00
Design Cost	Lump Sum	1	$0.0000	$ 0.00
Revision Cost	Per Round	1	$0.0000	$ 0.00
Labor, Installation, and Removal	Lump Sum	1	$3,000.0000	$ 3,000.00
			Subtotal:	$ 13,000.00

PRICE PROPOSAL - ENTRYWAY FEATURES - LARGE DISPLAY

SECTION VII - PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, grade, and materials for the service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT".

All labor fees must include project management, setup and staging fees, fuel, storage fees, disposal, equipment rentals, travel, and mileage.

ENTRYWAY FEATURES - LARGE DISPLAY	Unit	Quantity	Unit Cost *	Total
Entryway Display (locations are listed under Section II - Entryway Features) – Customized to the City's Branding (provide a concept drawing, décor plan)	Lump Sum	1	$18,000.0000	$ 18,000.00
Design Cost	Lump Sum	1	$0.0000	
Revision Cost	Per Round	1	$0.0000	
Labor, Installation, and Removal	Lump Sum	1	$3,000.0000	$ 3,000.00
			Subtotal:	$ 21,000.00

PRICE PROPOSAL - COMMUNITY CENTERS - MEDIUM DISPLAY

SECTION VII - PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, grade, and materials for the service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT".

All labor fees must include project management, setup and staging fees, fuel, storage fees, disposal, equipment rentals, travel, and mileage.

COMMUNITY CENTERS - MEDIUM DISPLAY	Unit	Quantity	Unit Cost *	Total
Entryway Display (locations are listed under Section II, Article 2.2 Scope of Services – Community Centers)	Lump Sum	1	$5,000.0000	$ 5,000.00
Design Cost	Lump Sum	1	$0.0000	$ 0.00
Revision Cost	Per Round	1	$0.0000	$ 0.00
Labor, Installation, and Removal	Lump Sum	1	$1,500.0000	$ 1,500.00
			Subtotal:	$ 6,500.00

PRICE PROPOSAL - COMMUNITY CENTERS - LARGE DISPLAY

SECTION VII - PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, grade, and materials for the service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT".

All labor fees must include project management, setup and staging fees, fuel, storage fees, disposal, equipment rentals, travel, and mileage.

COMMUNITY CENTERS - LARGE DISPLAY	Unit	Quantity	Unit Cost *	Total
Entryway Display (locations are listed under Section II, Article 2.2 Scope of Services – Community Centers)	Lump Sum	1	$10,000.0000	$ 10,000.00
Design Cost	Lump Sum	1	$0.0000	$ 0.00
Revision Cost	Per Round	1	$0.0000	$ 0.00
Labor, Installation, and Removal	Lump Sum	1	$3,000.0000	$ 3,000.00
			Subtotal:	$ 13,000.00

PRICE PROPOSAL - AMPHITHEATERS DISPLAY

SECTION VII - PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, grade, and materials for the service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT".

All labor fees must include project management, setup and staging fees, fuel, storage fees, disposal, equipment rentals, travel, and mileage.

AMPHITHEATERS DISPLAY	Unit	Quantity	Unit Cost *	Total
Sara Sims Park Amphitheater Display (provide a concept drawing and décor plan)	Lump Sum	1	$7,604.5300	$ 7,604.53
Design Cost	Lump Sum	1	$0.0000	$ 0.00
Revision Cost	Per Round	1	$0.0000	$ 0.00
Labor, Installation, and Removal	Lump Sum	1	$5,967.8500	$ 5,967.85
Centennial Park Amphitheater Display (provide a concept drawing and décor plan)	Lump Sum	1	$11,674.6900	$ 11,674.69
Design Cost	Lump Sum	1	$0.0000	$ 0.00
Revision Cost	Per Round	1	$0.0000	$ 0.00
Labor, Installation, and Removal	Lump Sum	1	$9,162.0100	$ 9,162.01
			Subtotal:	$ 34,409.08

PRICE PROPOSAL - ADDITIONAL FEES

SECTION VII - PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, grade, and materials for the service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT".

All labor fees must include project management, setup and staging fees, fuel, storage fees, disposal, equipment rentals, travel, and mileage.

ADDITIONAL FEES	Unit	Quantity	Unit Cost *	Total
Routine Maintenance	Per Visit	1	$1,000.0000	$ 1,000.00
Emergency Repair Services	Per Hour	1	$150.0000	$ 150.00
Permits (if applicable)	Each	1	$0.0000	$ 0.00
			Subtotal:	$ 1,150.00

PRICE PROPOSAL - DISCOUNT(S)

SECTION VII - PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, grade, and materials for the service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT".

All labor fees must include project management, setup and staging fees, fuel, storage fees, disposal, equipment rentals, travel, and mileage.

Description	Discount Offered %

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request for Qualifications. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Offerors, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Qualifications.

Option dropdown is only available for line item number 10.

Line Item	Description	Response *	Options	
1	Company Name	Artistic Holiday Designs		
2	Address	4417 SE 16th PL Suite13		
3	Telephone	708-722-1174		
4	City	Cape Coral		
5	State	FL		
6	Zip Code	339904		
7	Contractor's License Number	NA		
8	Federal Tax ID Number	47-4074306		
9	Email address for above signer	alexs@artisticholidaydesigns.com		
10	Indicate which type of organization from the list in the Options Column	LLC	Limited Liability	*

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	NA	*
Please select the appropriate response	Not Applicable	NA	*
Do you possess a certification qualifying your business as a Minority Owned business?	No	NA	*
Issuing organization name	Input response in comments box to the right	NA	*
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		

E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., CONSULTANT and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. CONSULTANT shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that CONSULTANT is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts.
CONSULTANT shall be responsible for compliance by any sub-consultant or lower tier subcontractor with the clauses set forth in this section.

Line Item	Description	Response *
1	I Hereby Acknowledge the E-VERIFY Information Above and Will Abide By Everything in this Section.	(•) Yes ( ) No

SCRUTINIZED COMPANIES DETERMINATION

By submission of this qualification package and if selected by the City as the CONSULTANT, execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT, certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT 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, nor 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 the CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT 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, 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 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 Section 287.135, Florida Statutes, as amended from time to time.

Line Item	Description	Response *
1	I Hereby Acknowledge the Scrutinized Companies - Florida Statute 287.135 and 215.473 Information Above and Will Abide by Everything Outlined in this Section.	(•) Yes ( ) No

VENDOR DRUG FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal/qualification package certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State 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:
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.
1. 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.
2. Give each employee engaged in providing the commodities or contractual services under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section 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.
5. Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Line Item	Description	Response *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything in this Section.	Yes

OFFEROR'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	10 years
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute.	NA
3	Under what former name (s) had your business operated? Also list former address(es) of that business, if any.	NA
4	Have you ever been disbarred or suspended from doing business with any governmental entity? If Yes, explain.	No
5	Are you licensed? If Yes, attach copy of license to submission package.	NA
6	Has your company ever declared bankruptcy? If Yes, explain.	Yes, explanation letters are included in the bid package

References

References – Past Performance

Provide a minimum of three (3) governmental agency references or large-scale holiday lighting projects and contracts for which the Proposer has completed or is in progress within the past three (3) years, with the following information:

- Name of Agency
- Address
- Contact Name, Email Address
- Telephone Number
- Provide a brief description of the services provided and their duration.
- Role your company provided.

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact person 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 may email 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.

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:	Kyle Texas	Avondale AZ	Cleveland Metroparks Zoo	*
Agency Address:	700 Lehman Rd. Kyle, TX 78640	11465 W Civic Center Dr. Avondale AZ 85923	3900 Wildlife Way Cleveland OH 44109	*
Contact Name:	Benito Pereda	Mark Foote	Sam Cario	
Contact Telephone Number:	512-216-5044	623-333-2418	216-635-3264	*
Contact Email Address:	bpereda@cityofkyle.com	mfoote@avondaleaz.gov	ssc@clevelandmetroparks.com	*
Name of Project:	Kyle Texas	Avondale AZ	Cleveland Metroparks Zoo- Wild Winter Lights	*
Provide a brief description of the services provided and the duration:	Delivery, Installation and tear down	Delivery, Installation and tear down	Delivery, Installation and tear down, onsite technician	*
Project Start Date:	2020	2023	2020	*
Project Completion Date:	still work with	still work with	still work with	*
Role your company provided:	Design,Lease items, Delivery, installtion, Removal	Design,Lease items, Delivery, installtion, Removal	Design,Lease items, Delivery, installtion, Removal	*

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-consultant / Sub-Contractor

The Proposer proposes the following major sub-consultant(s)/sub-contractor(s) for the major areas of work for the Project. The Proposer is further notified that all sub-consultant(s)/sub-contractor(s) shall be properly licensed, and 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 sub-consultant(s)/sub-contractor(s) if required.

Owner reserves the right to reject any sub-consultant 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 sub-consultant in order to make a determination as to the foregoing.

☑ By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their “**OWN FORCES**”.

Name *	Address *	Scope of work *	license No *	Contract Amount *	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.

SOLICITATION FORMS:

The Proposer will submit a response to the solicitation (RFP) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.

The Proposer must be licensed to do business as an individual, partnership, or corporation in the State of Florida.

All proposal submission forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.

All proposal submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

THE FOLLOWING FILLABLE DIGITAL FORMS HAVE BEEN CREATED AND MUST BE SUBMITTED / ACKNOWLEDGED WITH EACH BID:

Certification

Vendor Drug-Free Workplace

Qualification Statement

References

Scrutinized Companies List

E-Verify Compliance

Sub-Consultant/Sub-Contractor Form

Proposer's Primary Ownership

FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION

Document Upload 1: Complete Qualification Package as described in SECTION 111 – Detailed Qualification Package

Document Upload 2: Non-Collusive Affidavit & Acknowledgement

Document Upload 3: Scrutinized Companies Affidavit

Document Upload 4: Foreign Entity Ownership Affidavit

Document Upload 5: Anti-Human Trafficking Affidavit

Document Upload 6: Proof of State Certified and County Competency

Document Upload 7: Certification of Insurance – Proof of Requirements

Document Upload 8: Internal Revenue Service Form W-9

Document Upload 9: Anti-Kickback Affidavit

DETAILED QUALIFICATION PACKAGE

Prospective Proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged. Each of the TEN(10) sections listed below shall be completed online through the e-procurement system and uploaded into DOCUMENT 1.

THE QUALIFICATION PACKAGE IS TO BE COMPLETED ONLINE

Letter of Interest:

A signed cover letter expressing the proposer's interest in providing holiday lighting services. Include the company name, address, primary point of contact, email address, and phone number. Brief summary of your understanding of the project and your unique approach.

Proposer's Qualifications

a. Complete and submit the Proposer's Qualification Statement.

b. Legal business name, year established, ownership structure, and office location.

c. Describe the Firm and provide a statement of the qualifications for performing the requested services, a summary of business operations, and relevant history.

d. Identify the services that your Firm's staff would complete and those that would be provided by subcontractors, if any.

e. If the Principal place of business is different than the location specified in the Proposer's Qualification Statement, then the Operator shall specify the office location where each project will be managed.

f. 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 contract members".

g. Provide resumes for all key project members outlining the relevant experience and education.

h. Identify any sub-consultant(s)/sub-contractor(s) you propose to utilize to supplement your Firm's staff.

i. Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from prime and supporting firms.

Certified Minority Business Enterprise

Please identify if you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.

Services to be Provided, Creative Approach, Visual Appeal & Lighting Design Aesthetics:

Describe the approach to the scope of work, demonstrated skill set, creativity, and Innovative ideas for the scope of work, including:

a. Include details and a narrative of your approach and work plans to the scope of work.

b. Conceptual designs, sample images of previous displays for Entryways & Citywide lighting.

c. Conceptual renderings or descriptions of proposed entryway features

d. Suggested enhancements to improve the overall holiday ambiance

e. Creative proposals for Citywide lighting installations.

Availability & Timeline Competency:

Provide quantitative data that clearly indicates the ability of the Proposer to devote the necessary time and resources to successfully complete the service and projects promptly. Current and projected workload data shall be provided for each key project member as follows:

a. Current project work listing and remaining labor commitments.

b. Historically, describe the typical number of projects handled by the Proposer's key project manager at any given time.

c. Projected workload.

d. Identify any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work. No substitutions will be permitted without the express written approval of the City.

Onsite Presence at Lighting Ceremony:

a. Availability and Responsiveness

References – Past Performance

Provide a minimum of three (3) governmental agency references or large-scale holiday lighting projects and contracts for which the Proposer has completed or is in progress within the past three (3) years, with the following information:

a. Name of Agency

b. Agency Address

c. Contact Name, Email Address

d. Telephone Number

e. Provide a brief description of the services provided and their duration.

f. The role your company provided.

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact person 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 may email 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.

The City is interested in learning about 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** 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.

Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, and notarized when required and submitted. In addition, all other requests and supporting documentation should be included.

See SECTION I – INSTRUCTIONS TO OFFERORS -1.11 RFP FORMS.

Document Upload 2: Non-Collusive Affidavit & Acknowledgement

Document Upload 3: Scrutinized Companies Affidavit

Document Upload 4: Foreign Entity Ownership Affidavit

Document Upload 5: Anti-Human Trafficking Affidavit

Document Upload 6: Proof of State Certified or County Competency

Document Upload 7: Certificate of Insurance – Proof of Requirements

Document Upload 8: Internal Revenue Service Form W-9

Document Upload 9: Anti Kick Back Affidavit

- Document Upload 1: Complete Qualification Package as described in SECTION III – Detailed Qualification Package - RFP -AHD -Boynton Beach - Proposal Docs (1).pdf - Wednesday July 30, 2025 11:01:26
- Document Upload 2: Non-Collusive Affidavit & Acknowledgement - NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER.pdf - Wednesday July 23, 2025 08:45:02
- Document Upload 3: Scrutinized Companies Affidavit - Sruntinized Affidavit.pdf - Wednesday July 23, 2025 13:21:56
- Document Upload 4: Foreign Entity Ownership Affidavit - Foreign Entity laws.pdf - Wednesday July 23, 2025 08:05:04
- Document Upload 5: Anti-Human Trafficking Affidavit - Anti Human Trafficking Laws .pdf - Wednesday July 23, 2025 08:00:16
- Document Upload 6: Proof of State Certified or County Competency - Cape Coral BTR (1).pdf - Wednesday July 23, 2025 13:28:57
- Document Upload 7: Certificate of Insurance – Proof of Requirements - AHD COI - Blank.pdf - Wednesday July 23, 2025 08:17:36
- Document Upload 8: Internal Revenue Service Form W-9 - Doc upload 8 - Artistic Holiday Designs 2025 W9.pdf - Tuesday July 22, 2025 18:23:07
- Document Upload 9: Anti Kick Back Affidavit - Anti-Kickback Affidavit.pdf - Wednesday July 23, 2025 07:56:47
- Document Upload 10: Proof of Certified Minority Business Enterprise - E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES.pdf - Wednesday July 23, 2025 13:06:17
- Additional Document - PROPOSER'S QUALIFICATION STATEMENT.pdf - Wednesday July 23, 2025 13:27:11

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting agreement/contract. The term "vendor," as used below, may collectively apply to vendors, bidders, offerors, proposers, consultants, contractors, subcontractors, and sub-consultants.

1. **FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:**

   Before submitting a proposal to this RFP, Proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

   Proposers must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Proposer shall not be a cause for relief from responsibility.

2. **NON-COLLUSION**

   Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the proposal submission form or of any other Proposer, or to fix any overhead profit, or cost elements of the proposal price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed work. The Proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

3. **LEGAL CONDITIONS**

   Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Boynton Beach.

4. **CONFLICT OF INTEREST**

   The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5. **ADDITIONAL HOURS QUANTITIES**

   The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices bid/proposal in this solicitation.

   If additional quantities are not acceptable, the bid sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

6. **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.

7. **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 Offeror will in no way be a cause for relief from responsibility.

8. **ON PUBLIC ENTITY CRIMES**

   All Request for Proposals, Request for Qualifications, Invitations to Bid 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, vendor, 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".

9. **FEDERAL AND STATE TAX:**

   The City of Boynton Beach is exempt from Federal and state taxes.

10. **PURCHASE ORDER REQUIRED:**

    The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

11. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:**

The Proposer certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Contractor, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

12. **PALM BEACH COUNTY INSPECTOR GENERAL:**

The Proposer and, if awarded 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 agreement/contracts resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-consultant(s)/sub-contractor(s) and lower-tier sub-consultant(s)/sub-contractor(s).

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its sub-consultant(s)/sub-contractor(s) or lower-tier sub-consultant(s)/sub-contractor(s) to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement/contract justifying its termination.

13. **OTHER AGENCIES**

All Contractor(s) awarded contracts resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

14. **VENUE AND GOVERNING LAW:**

Any and all legal actions arising from or necessary to enforce this solicitation and resulting agreement/contract will be held in Palm Beach County and shall be interpreted according to the laws of Florida.

15. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

During the performance of the Contract, the Consultant and its sub-consultant(s)/sub-contractor(s) shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

The Contractor will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor and its sub-consultant(s)/sub-contractor(s) shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor further agrees that they will ensure that all sub-consultant(s)/sub-contractor(s), if any, will be made aware of and will comply with this nondiscrimination clause.

The Contractor understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

16. **INDEPENDENT CONSULTANT RELATIONSHIP:**

The Proposer and, if awarded Contractor, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting agreement/contract, an independent Cntractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to the agreement/contract shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Contractor's relationship, and the relationship of its employees, to the City shall be that of an independent Contractor and not as employees or agents of the City.

17. **OMISSION OF DETAILS**

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

18. **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 Offeror 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 the award of contract to the Offeror. 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.

19. **LEGAL EXPENSES:**

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the agreement/contract or from any other matter generated by or relating to the agreement/contract.

20. **NO THIRD-PARTY BENEFICIARIES:**

No provision of this RFP or agreement/contract to follow with Contractor is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

21. **DIRECT OWNER PURCHASES:**

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

22. **SCRUTINIZED COMPANIES:**

By submission of a proposal for this solicitation, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

23. **DISCRIMINATORY VENDOR LIST**

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

24. **NON-EXCLUSIVE**

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida agreement/contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida agreement/contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreement/contracts for goods and services falling within the scope of this solicitation and resultant agreement/contract when the specifications differ from this solicitation or resultant agreement/contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant agreement/contract.

25. **BUSINESS INFORMATION**

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

26. **AGREEMENT/CONTRACT**

Offeror agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding agreement/contract is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

27. **ENDORSEMENTS**

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

28. **DRUG-FREE WORKPLACE**

The Contractor shall implement and maintain a drug-free workplace program of at least the following items:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the Offeror'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.

C. Give each employee engaged in providing the services that are under agreement/contract a copy of the statement specified in Item A above.

D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under agreement/contract, the employee will abide by the terms of the statement and will notify the Offeror of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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) calendar days after such conviction or plea.

E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

29. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT**

Proposer represents and certifies that Offeror and all Sub-consultant(s)/sub-contractor do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Offeror represents and certifies that Offeror and all Sub-consultant(s)/sub-contractor shall not provide or use such covered telecommunications equipment, system, or services during the Term.

30. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Contractor. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Offeror's social, political, or ideological interests.

31. **RIGHTS IN DATA**

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

32. **DOCUMENTATION OF COSTS**

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

33. **PUBLIC RECORDS**

Sealed documents received by the City in response to a Request for Proposals, Request for Qualifications, or Invitation to Bid are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFQ, RFP, or BID unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The Contractor agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the agreement/contract which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Contractor, or by or in conjunction or consultation with any other party whether or not a party to the agreement/contract, whether or not in privity of contract with the City or the Contractor, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Offeror believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the City to perform the service.

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.

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

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.

Failure of the Contractor to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting agreement/contract. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

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:

CITY CLERK'S OFFICE

100 EAST OCEAN AVENUE

BOYNTON BEACH, FLORIDA, 33435

561-742-6060

CityClerk@bbfl.us

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Alexander Shinn, Executive Project Manager, Artistic Holiday Designs

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. 7 - RFP 25-053R - Citywide Holiday Lighting - Multi-Year Contract Wed August 13 2025 09:34 AM	☑	20
Addendum No. 7 - RFP 25-053R - Citywide Holiday Lighting - Multi-Year Contract Wed August 13 2025 09:28 AM	☑	20
Addendum No. 7 - RFP No. 25-053R Citywide Holiday Lighting Multi-Year Contract Wed August 13 2025 09:20 AM	☑	20
Addendum No. 6 - RFP 25-053R - Citywide Holiday Lighting - Multi-Year Contract Fri August 1 2025 03:56 PM	☑	64
Addendum No. 5 Citywide Holiday Lighting - Multi-Year Contract Tue July 29 2025 10:34 AM	☑	1
Addendum No. 4 - RFP 25-053R - Citywide Holiday Lighting - Multi-Year Contract Wed July 23 2025 04:35 PM	☑	1
Addendum No. 3 - RFP 25-053R - Citywide Holiday Lighting - Multi-Year Contract Mon July 21 2025 02:24 PM	☑	2
Addendum No. 2 - RFP 25-053R - Citywide Holiday Lighting - Multi-Year Contract Fri July 18 2025 12:57 PM	☑	2
RFP 25-053R - Citywide Holiday Lighting - Multi-Year Contract - Prebid Meeting Start Time Change Sun July 6 2025 04:48 PM	☑	1

25-053R - Citywide Holiday Lighting Multi-Year Contract - Overview of Specifications and Schedule of Prices

	Solarium Energy Corp	Brandano Displays, Inc.	Stallion Equities LLC dba Randy's Holiday Lighting	Rileighs Outdoor, LLC dba Holiday Outdoor Decor	South Florida Lighting Team LLC dba Miami Christmas Lights	Shellard Lighting Designs LLC	All Seasons Imports dba The Christmas Palace	Artistic Holiday Designs
Conduct Business under any other name:	No	No	LLC filing as a Sub Chapter S Corp.	Christmas Designers Florida, Christmas Designers		No	The Christmas Palace	No
	7900 Nova Drive Suite 208 Davie, FL 33324	1473 Banks Road Margate, Florida, 33063	3718 Instate Park Road North Riviera Beach, FL 33404	3124 NW 16th Terrace Pompano Beach, FL 33064	14374 Commerce Way Miami Lakes, FL 33016	4551 SW Boatramp Avenue Palm City, Florida 34990	9820 NW 77th Avenue Hialeah Gardens, FL 33012	4417 SE 16th Pl. # 13 Pl # 13 Cape Coral, FL 33904
	Contact: Jose Santana	Contact: Patrick Brandano; John Brandano; Christina Curry	Contact: Ravi Bajaj	Contact: Sarah Knoess; Joe Campbell	Contact: Kurt Stange; Parker Newell	Contact: Spencer Shellard	Contact: Brandon Knips	Contact: Samantha Barkus ; Alex Shinn; Anthony Lombardo
PROCUREMENT COMPLIANCE CHECK	Email: bids@solariumus.com	Email: patbrandano@brandano.com cristina.curry@brandano.com	Email: ravi@randysholidaylighting.com	Email: Sknoess@holidayoutdoordecor.com; salesfl@holidayoutdoordecor.com	Email: kurt@miamichristmaslights.com ; parker@miamichristmaslights.com	Email: shellardlighting@gmail.com	Email: nickc@thechristmaspalace.com	Email: samanthab@artistcholidaydesigns.com ; Alexs@artisticholidaydesigns.com; Anthonyl@artisticholidaydesigns.com
	Phone: 954-251-4756 Fax: Submission 1	Phone: 954-956-7266; 954-815-3393 Fax: 954-815-3393 Submission 1	Phone: 561-685-7248; 561-845-8000 Fax: Submission 1	Phone: 954-633-2146 Fax: 954-681-6872 Submission 1	Phone: 786-540-9295; 786-540-9077 Fax: Submission 1	Phone: 561-358-7869 Fax: Submission 1	Phone: 786-281-0022 ; 954-673-9569 Fax: 305-823-1106 Submission 1	Phone: 708-223-8506 x 114 ; 708-722-1174 Fax: Submission 1
Schedule/Specifications								
Letter of Interest	Included	Included in Additional Information Section	Included	Included	Included	Included	Included	Included
Proposer's Qualification Statement Form	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Received & Notarized	Included & Notarized	Included & Notarized	Received & Notarized
How long the Company been in Business	7 Years	35 Years	25 Years	6 Years	17 Years	8 Years	32 Years	15 Years
PRICE PROPOSAL - HOLIDAY TREE (35 FEET)	$ 8,500.00	$ 25,600.00	$ 41,500.00	$ 37,381.00	$ 34,500.00	$ 32,000.00	$ 25,000.00	$ 20,417.51
PRICE PROPOSAL - PARK LOCATIONS - SMALL DISPLAY	$ 3,250.00	$ 1,750.00	$ -	$ 650.00	$ 700.00	$ 450.00	$ -	$ 1,125.00
PRICE PROPOSAL - PARK LOCATIONS - MEDIUM DISPLAY	$ 3,250.00	$ 2,250.00	$ -	$ 2,500.00	$ 10,200.00	$ 950.00	$ -	$ 6,500.00
PRICE PROPOSAL - PARK LOCATION - LARGE DISPLAY	$ 3,750.00	$ 3,200.00	$ -	$ 13,000.00	$ 23,500.00	$ 3,650.00	$ 84,925.00	$ 13,000.00
PRICE PROPOSAL - ENTRYWAY FEATURES - LARGE DISPLAY	$ 2,950.00	$ 4,950.00	$ -	$ 13,000.00	$ 7,538.00	$ 5,800.00	$ -	$ 21,000.00
PRICE PROPOSAL - COMMUNITY CENTERS - MEDIUM DISPLAY	$ 3,250.00	$ 2,250.00	$ -	$ 2,500.00	$ 3,830.00	$ 950.00	$ -	$ 6,500.00
PRICE PROPOSAL - COMMUNITY CENTERS - LARGE DISPLAY	$ 3,250.00	$ 3,200.00	$ -	$ 13,000.00	$ 8,000.00	$ 3,650.00	$ -	$ 13,000.00
PRICE PROPOSAL - AMPHITHEATERS								
Sara Sims Park Amphitheater Display:	$ 3,200.00	$ 6,300.00	$ 2,799.38	$ 1,500.00	$ 14,196.38	$ 3,695.00	$ -	$ 13,572.38
Centennial Park Amphitheater Display:	$ 3,200.00	$ 5,190.00	$ 1,595.38	$ 25,677.50	$ 10,549.69	$ 9,380.00	$ -	$ 20,836.70
PRICE PROPOSAL - ADDITIONAL FEES - Routine Maintenance - Per visit	$ 150.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000.00
PRICE PROPOSAL - ADDITIONAL FEES - Emergency Repair Services - Per Hour	$ 250.00	$ -	$ 125.00	$ -	$ 200.00	$ -	$ -	$ 150.00
PRICE PROPOSAL - ADDITIONAL FEES - Permits (if applicable) - Each	$ 200.00	$ -	$ -	$ -	$ 500.00	$ -	$ -	$ -
PRICE PROPOSAL - DISCOUNT(S)	A 10% discount applies to any items selected from the contractor's catalog by the City		3 Year 10% contract discount on all designs mentioned within the proposal	$ -	6.5% courtesy discount to the City of Boynton Beach	12% applied for years 1-3, an additional 5% for years 4-5	N/A	N/A
Addendum: No. 1 - No. 7	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged
Conflict of Interest	None	None	None	None	None	None		None
Certification	Completed Online Form	Completed Online Form	Completed Online Form	Commpleted Online Form	Completed Online Form	Completed Online Form	N/A	City of Cape Coral - Business Tax Receipt # BTR-091013-2021 Exp
Confirmation of Minority Owned Business	Yes, Hispanic, No Certificate	N/A	Yes, Asian	N/A	N/A	N/A	N/A	N/A
Local Business Status Certification	N/A	Submitted - Not Eligible	Submitted - Not Eligible	N/A	Submitted - Not Eligible	N/A	N/A	N/A
E-Verify (also is a form & an acknowlegement in bid&tenders)	Acknowledged, Form Included, & Notarized	Acknowledged, Form Included, & Notarized	Acknowledged, Form Included, & Notarized	Acknowledged, Form Included & Notarized	Acknowledged, Form Included & Notarized	Acknowledged, Form Included & Notarized	Acknowledged, Form Included & Notarized	Acknowledged, Form Included & Notarized
Certification Pursuant to Florida Statute §287.135 - Scrutinized Companies Determination (also a form & an acknowledgement in bids&tenders)	Acknowledged, Form Included & Notarized	Acknowledged, Form Included & Notarized	Received Form Notarized & Acknowledged	Acknowledged, Form Included & Notarized	Acknowledged, Form Included & Notarized	Acknowledged, Form Included & Notarized	Acknowledged, Form Included & Notarized	Acknowledged, Form Included & Notarized
Non-Collusion Affidavit and Certification of Proposers	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized
Affidavit of Compliance with Foreign Entity Laws	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized
Affidavit of Compliance with Anti-Human Trafficking Laws	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized
Anti-Kickback Affidavit	Included & Notarized	Included & Notarized	Received & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized	Included & Notarized
W-9	Included	Received	Included	Included	Included	Included	Included	Included
References	Yes, 3 - Included	Yes, 3 - Included	Yes, 3 - Included	Yes, 3 - Included	Yes, 3 - Included	Yes, 3+ Included	Yes, 3 - Included	Yes, 3 - Included
Resumes	Not Included	Included	Not Included	Included	Included	Included	Included	Included
Sub-consultant / Sub-Contractor	None	None	None	None	None	None	None	None
Turnaround time for written responses to City inquiries	Responsive; 1 to 3 business days	Not Included	Written responses 24 hours & service 24-48 hours	24 hours	Less than 24 hours	Immediate Response and at the most 24 hours	24 hours	24 hours
Photos of prior lighting projects:	Not Included	Yes, Included	Yes, Included	Yes, Included	Yes, Included	Yes, Included	Yes, Included	Yes, Included
Sunbiz:	Verified 9.17.25	Verified 9.17.25	Verified 9.17.25	Verified 9.17.25	Verified 9.17.25	Verified 9.17.25	Verified 9.17.25	Verified 9.17.25
Safety Standards	Not Included	Not Included	Not Included	Not Included	Included	Included	Not Included	Safety Plan Included
Certificate of Liability Insurance- Proof:	Included	Included	Included	Included	Included	Included	Not Included	Included
Business Tax Reciept	Included Borward Cty LBTR # 181-300411		Included PB Cty LBTR # 200607096	Included Broward Cty LBTR # 379-14680	ded Miami-Dade County LBT 6946694	ded PB Cty LBTR # 2018110291		
State of Florida Business Licenses	Licenses (Arrufat, Alfredo E - license # EC13008751)							
Catalog:	Available upon request	Summary of lighting displays		Included		Included		Included
Comments:	Annual Adjustment Clause: Prices shall increase by 5% per year for the duration of the 3-Year initial contract term, as allowed in Addendum No. 7						Contract total 50% due upon agreement; 25% of remaing balance upon material arrival at job site; 25% final payment after completion of project abd walk thru with client. Deposits non-refundable; pricing based on curen bundle lease; bundled lease proce is for 2025,2026 &	

RFP: CITYWIDE HOLIDAY LIGHTING - MULTI-YEAR CONTRACT

RFP No.: 25-053R

ORDINAL RANKING - SUMMARY OF REVIEWERS' SCORES - EVALUATION COMMITTEE MEETING (PROPOSAL RANKING) - (SEPTEMBER 25, 2025 @ 2:00 PM)

PROPOSER'S NAME:	Fabien Desrouleaux Ranking 1 - 8	Melanie Gayahpersad Ranking 1 - 8	Annalie Holmes Ranking 1 - 8	Average	Ranking
All Seasons Imports dba The Christmas Palace	7	8	2	5.67	6.00
Artistic Holiday Designs	4	1	1	2.00	1.00
Brandano Displays, Inc.	6	7	7	6.67	7.00
Rileighs Outdoor, LLC dba Holiday Outdoor Decor	2	6	5	4.33	4.00
Shellard Lighting Designs LLC	3	5	6	4.67	5.00
Solarium Energy Corp	8	4	8	6.67	7.00
South Florida Lighting Team LLC dba Miami Christmas Lights	1	2	3	2.00	1.00
Stallion Equities LLC dba Randy's Holiday Lighting	5	3	4	4.00	3.00

The Committee determined to: Schedule a virtual meeting with Artistic Holiday Designs & South Florida Lighting Team LLC dba Miami Christmas Lights to discuss pricing

Tabulated By: Taralyn Pratt, Assistant Purchasing Manager, 9.25.25

REQUEST FOR PROPOSALS (RFP)

REVISED

CITYWIDE HOLIDAY LIGHTING MULTI-YEAR CONTRACT

RFP No. 25-053R

PUBLISH DATE:	**June 27, 2025**
ADVERTISEMENT DATE:	**June 27, 2025**
NON-MANDATORY PRE-PROPOSAL CONFERENCE:	**July 8, 2025 by 9:30 AM**
ALL QUESTIONS DEADLINE:	**July 14, 2025 by 2:30 PM**
PROPOSAL DUE & OPENING DATE:	~~**July 24, 2025 by 2:30 PM**~~ **August 14, 2025 by 3:00 PM**
PRE-PROPOSAL LOCATION:	**City of Boynton Beach Room 115 100 E. Ocean Avenue Boynton Beach, FL 33435**
WHERE TO DELIVER PROPOSAL:	Boynton-beach.bidsandtenders.net

bids&tenders™ Online Submission Only

Procurement Representative: Taralyn Pratt – Prattt@bbfl.us

REQUEST FOR PROPOSALS
CITYWIDE HOLIDAY LIGHTING MULTI-YEAR CONTRACT

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The City of Boynton Beach

Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

NOTICE TO PROPOSERS

REQUEST FOR PROPOSALS
FOR
CITYWIDE HOLIDAY LIGHTING MULTI-YEAR CONTRACT

RFP No. 25-053R

Electronic Requests for Proposals (RFPs) shall be received by the e-procurement system up until ~~**July 24, 2025; No Later Than 2:30 P.M. (Local Time)**~~ **August 14, 2025: No Later Than 3:00 P.M. (Local Time);** unless specified otherwise and may not be withdrawn within (120) calendar days after such date and time.

All RFPs received will be publicly opened and acknowledged of receipt by the City's Procurement Department via the e-procurement system electronically. The e-procurement system does not permit RFPs received after the assigned date and time. For the above reasons, it is recommended that the proposer(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED PROPOSERS:

To obtain documents online, please visit Boynton-beach.bidsandtenders.net and https://boynton-beach.bidsandtenders.net/Module/Tenders/en. Documents are not provided in any other manner.

SCOPE OF SERVICES:
The City of Boynton Beach's Events Department is requesting sealed proposals from qualified and experienced firms to provide design, installation, maintenance, and removal of holiday lights and decorations citywide. The selected vendor(s) will be responsible for enhancing the City's festive atmosphere with high-quality and energy-efficient holiday lighting displays.

The City reserves the right to award to more than one Proposer.

The Proposer(s) shall act as an independent Contractor and not as an employee of the City.

PRE-PROPOSAL CONFERENCE:

A **NON-MANDATORY** Pre-Proposal Conference is scheduled for **July 8, 2025, at 9:30 AM** and will be held at City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435.

Please note that this meeting will be recorded and uploaded to Bids&Tenders, but it is highly encouraged that all parties interested in submitting a proposal for the project should try to attend this meeting.

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed contract, answer questions on the solicitation document, review the qualifications requested, provide instructions for submitting proposals, and discuss other relevant issues.

If any discussions or questions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation or any other document, the City will issue an addendum to this Request for Proposals, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-proposal meeting will be binding or may be relied upon by any person or entity. All questions prior to and after the pre-proposal meeting should be submitted in writing through the City's e-procurement platform by the deadline for questions outlined on page 1.

Questions related to this RFP are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific solicitation.

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 advertisement of the Request for Proposal (RFP) and shall remain in effect until the City Commission awards or approves a contract, rejects all 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 the 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 Division Director 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 that violates 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-proposal 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 §119.071, sealed Proposals, or Responses received by the City in response to a Request for Proposal are exempt from public records disclosure requirements until thirty (30) days after the opening of the Proposals unless the City announces intent to award sooner. If the City rejects all Responses submitted in accordance with a Request for Proposal, 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 Proposal response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Proposals, or replies.

CITY OF BOYNTON BEACH

CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT
RFP No.: 25-053R

SECTION I – INSTRUCTIONS TO PROPOSERS – SUBMISSION REQUIREMENTS

A **Request for Proposal (RFP)** is a method of procurement that allows for communication with responsible offerors and the opportunity for revisions to proposals prior to the award of a contract. This method is appropriate when the scope of services involves factors beyond cost, such as qualifications, technical expertise, creative approach, and relevant experience.

This RFP specifically seeks **holiday lighting services**, which may include the design, installation, maintenance, removal, and storage of decorative lighting displays for seasonal events or municipal celebrations. Given the creative and logistical components of such services, evaluation will not be based on price alone.

Proposals will be reviewed and evaluated by an **Evaluation Committee** in accordance with the criteria outlined in **Section IV – Evaluation of Proposals**, which may include consideration of the proposer's past performance, visual design concepts, ability to meet deadlines, safety protocols, and pricing structure.

The City reserves the right to award to more than one Proposer and create primary and secondary contracts for both.

PURCHASING SERVICES DIVISION

Our Mission Statement: *We are unwavering in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.*

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Our Purpose: **The City of Boynton Beach's Purchasing Division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.**

Key Goals: *As guardians of the public trust, our Purchasing Division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.

Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

1.0 DEFINITIONS

Whenever the following terms appear in the RFP or Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Contractor covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"Application for Payment" - The form acceptable to the Contract Administrator is used by the Consultant during the work in requesting progress or final payments and is accompanied by such supporting documentation as is required by the Contract Documents.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"
The Contract Documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), drawings, specifications of this solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These Contract Documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

"Consultant/Contractor "
The individual or firm that successfully receives the award for work to be completed as defined by this solicitation. Also referred to as the Successful Proposer.

"Defective"
An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

"Contract Manager" The City's authorized Contract representative.

"Effective Date of the Agreement"
The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Evaluation/Selection Committee"
City Staff and /or outside Consultant or subject matter experts who are assigned to evaluate the submitted proposals.

"End User (EU)" - An internal member of the city staff has requested a procurement service. Also known as a Stakeholder (SH).

"Qualification Package" - Submission from the Offeror or Firm for this request for qualification.

"Interested parties"
Firms or proposers interested in the solicitation and plan to eventually become proposers.

"Notice to Proceed"
A written notice given by the City to the Contractor fixing the date on which the contract time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.

"Online e-procurement system" or "e-procurement system"
The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"
The Procurement Division - Department of Finance of the City of Boynton Beach.

"Proposer/Offeror/Responder"
Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror," "Proposer," and "Responder" are used interchangeably and have the same meaning.

"Request for Proposals (RFP)"
A method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract.

"Sub-Contractor/Sub-Consultant"
Any person, firm, entity, or organization, other than the employees of the Operator, who contracts with the Contractor 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 Contractor.

"Responsible Proposer"

This means a person or firm capable of fully performing the requirements in the RFP and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Proposer"

This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFP.

"Written Amendment"

A written amendment of the Contract Documents, signed by the City and the Contractor on or after the Effective Date of the Agreement and typically dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

"Unit Price or Hourly Wage Work"

Work to be paid for based on unit prices outlined within the RFP.

"Project, Services, or Program"

All matters that will be required to be done by the Contractor in accordance with the Scope of Work, Terms and Conditions, and Special Provisions of this RFP.

The following instructions are given to guide Proposers in adequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1.1 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders):

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.

B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.

C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.

D. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

E. For the above reasons, sufficient time is recommended to complete your RFP Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.

F. 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.

G. The e-procurement 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

1.2 EXAMINATION OF CONTRACT DOCUMENTS:

A. Before submitting a Proposal, each Proposer must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

B. The Proposer, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.3 ELIGIBILITY OF PROPOSER:

To be eligible to respond to participate in this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services similar in magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES) of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach or can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.4 QUALIFICATIONS OF PROPOSERS:

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.
B. The City is not required to award any jobs to a Proposer based solely on their lowest e-submission price.
C. Awards will be based on past performance and quality of work in addition to the Proposer's RFP response.
D. If selected for a contract, all Proposers must perform to the satisfaction of the City before being considered for award of additional contracts.
E. Proposers whose performance is unsatisfactory shall be subject to debarment or suspension.

1.5 PRE-PROPOSAL CONFERENCE:

The City may hold a pre-proposal conference for this project. The information regarding such a meeting will be noted on pages 1 & 6 of this document.

1.6 QUESTIONS AND ADDENDA ON THIS SOLICITATION:

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 Proposers through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Proposer to have received ALL addenda issued.

Proposers should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Proposer submits their proposal before the solicitation closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Proposer can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Proposer is solely responsible for creating any required adjustments to their Proposal, acknowledging the addenda, and ensuring the re-submitted Proposal is RECEIVED by the e-procurement System no later than the stated Proposal closing time and date.
B. The Proposer is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. All responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of a written addenda, which, if issued, will be posted through bids&tenders.
D. No verbal interpretations may be relied upon.
E. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.
F. Proposer shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addenda and any applicable attachment.

G. It is the Proposer's responsibility to have received all issued addenda. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the solicitation closing time and date in the event additional addenda are issued.
H. Interested parties may preview the solicitation documents with a Preview Watermark before registering for the opportunity. Documents are not provided in any other manner.
I. If any interested parties have received this RFP packet from a source other than bids&tenders directly and the interested party is not registered with bids&tenders, they must register with bids&tenders.
J. No negotiations, decisions, or actions shall be initiated by the Proposer because of any discussions with a City employee.
K. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from proposers submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.
L. Late Submittal Responses are not permitted by the e-procurement system.
M. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this solicitation from a third party, the responsibility is on the Proposer to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.
N. All expenses for making submittal responses to the City are to be borne by the Proposer.

1.7 MISTAKES WITHIN RFP:

Proposers are cautioned to examine all terms, conditions, specifications, scope of work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the proposer to any relief from the conditions imposed in the Agreement and may lead to the rejection of a proposal.

1.8 SUBMISSION OF THE PROPOSAL:

A. The City's e-procurement solicitation system shall receive ELECTRONIC SOLICITATION SUBMISSIONS ONLY.
B. **Hardcopy submissions are not permitted.**
C. Electronic Request for Proposals for this solicitation shall be received by the City's e-procurement system no later than the time outlined on page #1 of this solicitation.
D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Proposer to have their Request for Proposals submittal submitted online.
E. All proposals shall be submitted in English.
F. All prices, terms, and conditions proposed in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days after the closing of the RFP.

1.9 SOLICITATION FORMS:

A. The Proposer will submit a response to the solicitation (RFP) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.
B. The Proposer must be licensed to do business as an individual, partnership, or corporation in the State of Florida.
C. All proposal submission forms should be executed and submitted for easy identification. Responses not submitted on the proposal submission forms may be rejected.
D. All proposal submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

E. THE FOLLOWING FILLABLE DIGITAL FORMS HAVE BEEN CREATED AND MUST BE SUBMITTED / ACKNOWLEDGED WITH EACH PROPOSAL:

i. Certification

ii. Vendor Drug-Free Workplace
iii. Qualification Statement
iv. References
v. Scrutinized Companies List
vi. E-Verify Compliance
vii. Sub-Contractor/Sub-Consultant Form
viii. Proposer's Primary Ownership

F. **FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION:**

i. Document Upload 1: Complete Qualification Package as described in SECTION 111 – Detailed Qualification Package
ii. Document Upload 2: Non-Collusive Affidavit & Acknowledgement
iii. Document Upload 3: Scrutinized Companies Affidavit
iv. Document Upload 4: Foreign Entity Ownership Affidavit
v. Document Upload 5: Anti-Human Trafficking Affidavit
vi. Document Upload 6: Proof of State Certified and County Competency
vii. Document Upload 7: Certification of Insurance – Proof of Requirements
viii. Document Upload 8: Internal Revenue Service Form W-9
ix. Document Upload 9: Anti-Kickback Affidavit

1.10 EXECUTION OF SOLICITATION DOCUMENTS:

Proposal submissions to this solicitation must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

1.11 CAUSES FOR REJECTION:

No response will be canvassed, considered, or accepted which, in the opinion of the City's evaluation committee, is incomplete, informal, or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.12 REJECTION OF PROPOSALS:

A. The City reserves the right to reject any proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is appropriately qualified to carry out the obligations and to complete the work contemplated.
B. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions, unauthorized alternates, or irregularities of any kind.
C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.13 WITHDRAWAL OF PROPOSALS:

Any Responder may, without prejudice to themself, withdraw its response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.14 NO SUBMITTAL:

A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.15 SOLICITATION DEADLINE:

The Proposer is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.16 RIGHTS OF THE CITY FOR THIS REQUEST FOR PROPOSALS (RFP):

The City reserves the right to the following:

A. Reject any or all proposals.
B. Reject or cancel any or all proposals during the procurement process.
C. Reissue the solicitation.
D. Extend the RFP deadline time and date.
E. Procure any item by other means.
F. Increase or decrease the quantity specified in the Request for Proposals (RFP).
G. Consider and accept an alternate proposal as provided herein when most advantageous to the City.
H. Waive any defect, irregularity, or informality in any RFP procedure.
I. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Proposer(s) representing the most advantageous submission to the City.
J. In determining the "most advantageous proposal," price, quantifiable factors, and other factors are considered. Such factors include but are not limited to:
    a. Statement of Work
    b. Price Proposal
    c. Other factors contributing to the overall RFP outlined in **SECTION IV – EVALUATION OF PROPOSALS.**
K. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Proposer's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements with the City or other government entities.

1.17 PROTEST PROCEDURE:

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Division Director, Purchasing, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the submittal price or $5,000, whichever is less.
The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to a Request for Proposal, it must be received before the solicitation submittal deadline date.

B. If the protest relates to any other matter relating to the solicitation, including the intent to award of an agreement, the protest must be received no later than **THREE (3)** regular business days after the date of the intent to award notification of award by a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.18 MINIMUM STANDARDS REQUIRED BY THE CITY:

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Proposer has the following:

A. 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.

1.19 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 collusion exists between proposers.

Automatic disqualifiers are as follows:
A. Not being licensed to perform the required work by the Proposer.
B. Not being eligible to submit a proposal due to violations listed under "Public Entity Crimes."

1.20 INFORMATION AND DESCRIPTIVE LITERATURE:

The Proposer must furnish all information requested in the spaces provided on the proposal submission form. Further, as may be specified elsewhere, each Proposer may need to submit cuts, sketches, descriptive literature, and technical specifications covering the products or services offered for proposal evaluation. Reference to literature submitted with a previous submittal or on file with the City will not satisfy this provision.

1.21 INTERPRETATIONS:

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Proposer should be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Proposer shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the "Submit a Question" button for this solicitation, no later than ten (10) calendar days prior to the solicitation deadline.

1.22 CERTIFICATIONS, LICENSES, AND PERMITS:

A. Unless otherwise directed by the City, the Proposer should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Proposer.
B. If applicable, the Proposer shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the contractual service at no additional cost to the City.
C. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the Consultant to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City.
D. It is the responsibility of the Proposer to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the Agreement, inclusive of any renewals.
E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.
F. Failure to meet this requirement shall be considered a default of the Agreement.

1.23 SUB-CONSULTING/SUB-CONTRACTING:

A. If a Proposer utilizes sub-consultants/sub-contractors for any portion of the Agreement for any reason, the Proposer should state the name and address of the sub-consultant/sub-

contractor and the name of the person to be contacted on the online form within the e-procurement system under "Schedule of Sub-consultant."

B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-consultant/sub-contractor is named and to make the award to the Consultant/contractor, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

C. The City also reserves the right to reject a submission of any Proposer if the solicitation names a sub-consultant who has previously failed to perform an award properly or failed to deliver on-time contracts of a similar nature or who cannot perform correctly under this award.

D . The City reserves the right to inspect all facilities of any sub-consultant/sub-contractor to determine the foregoing.

E. The sub-consultant/sub-contractor will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP).

F. Proposers are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.24 ESCALATOR CLAUSE:

Any proposal that is submitted subject to an escalator clause will be rejected.

1.25 EXCEPTIONS BY PROPOSER:

A. Incorporation in a proposal of exceptions to any portion(s) of the Contract Documents may invalidate the proposal. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the proposal.

B. Any exceptions taken to the terms and conditions of the solicitation or the City's Agreement shall be considered a part of the Proposer's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a Proposer's submittal.

C. The use of the Proposer's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract Documents.

1.26 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 that 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.

1.27 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.

1.28 CONFLICT OF INTEREST / GIFT POLICY:

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Proposers shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a proposer considered for a City contract.

In addition, the Proposer shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation. Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the proposer.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Proposer shall not have activities or relationships (a) causing the Proposer to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Proposer's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.29 GIFT POLICY:

No Proposer who is a party to, or receives a benefit from, this Agreement shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Proposer who is a party to, or receives a benefit from, this Agreement.

1.30 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 submission.

1.31 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 criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. Local Preference shall not be applied when its application would result in an award that exceeds the otherwise lowest responsive, responsible proposer by 5% or $5,000, whichever is lower. 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 Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

1.32 AWARD OF AGREEMENT:

A. Agreement(s) or purchase order(s) will be awarded by the City to the most qualified, responsive, responsible Proposer whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Proposer, damages, if any, resulting from an award shall be limited to actual proposal preparation costs incurred by the challenging Proposer. Each party shall be responsible for its own attorney's fees and costs.

D. In no case will the award be made until all necessary investigations have been made into the Proposer's responsibility and the City is satisfied that the most qualified, responsive, responsible Proposer is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the time specified.

1.33 SIGNING OF AGREEMENT:

An Award Letter will be presented to the Contractor. Within ten (10) calendar days after the award letter is issued, the Contractor should sign and deliver the Agreement to the City with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Agreement would be executed within thirty (30) calendar days. The City intends to deliver a fully signed and executed Agreement to the Contractor. At times, a purchase order will be issued in lieu of a formal agreement.

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CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT
RFP No: 25-053R

SECTION II – SCOPE OF WORK

2.1 PURPOSE:

The City of Boynton Beach is seeking qualified vendor(s) to provide design, installation, maintenance, and removal of holiday lights and decorations citywide. The selected vendor(s) will be responsible for enhancing the City's festive atmosphere with high-quality, energy-efficient holiday lighting displays.

Proposers must submit:

- ~~A price per linear foot for lighting installations.~~
- A catalog price for available holiday lighting and décor.
- A percentage discount applicable to all catalog items.
- Concept designs for entryway features and citywide lighting displays

The awarded contract will be for a three (3) year term with an option for one (1) two-year renewal at the City's discretion based on vendor performance, funding availability, and ongoing need for services.

2.2 SCOPE OF SERVICES:

The selected vendor(s) shall provide a full-service holiday lighting package, including the following:

2.2.1 HOLIDAY LIGHTING INSTALLATION:

A. CITYWIDE LIGHTING COVERAGE:

- Installation of Christmas lights on street poles, trees, buildings, parks, and public spaces.
- Decorative lighting installation at City Hall, community centers, major roadways, and high-traffic areas.
- Provide a concept drawing and décor plan.

B. COMMUNITY CENTERS:

- Senior Center
- Hester Center
- Sims Center
- Tennis Center
- Denson Pool
- IPC
- Fire Stations

C. LIST OF ALL PARK LOCATIONS:

- Barrier Free Park
  Address: 3111 S CONGRESS AVENUE
- Eco Park *(under development)*
  Address: 3500 QUANTUM BOULEVARD
- Ezell Hester, Jr. Community Center & Park
  Address: 1901 N SEACREST BOULEVARD
- Sara Sims Park
  Address: 209 NW 9TH COURT
- Wilson Park
  Address: 225 NW 12TH AVENUE
- Harvey E. Oyer Park
  Address: 2010 N FEDERAL HIGHWAY
- Intracoastal Park
  Address: 2240 N FEDERAL HIGHWAY
- Jaycee Park
  Address: 2600 S FEDERAL HIGHWAY
- Oceanfront Park
  Address: 6415 N OCEAN BOULEVARD
- Promenade Park
  Address: 700 E MARINA WAY
- Little League Park
  Address: 300 W WOOLBRIGHT ROAD
- Officer Joseph Crowder Park & Dog Park
  Address: 800 RENAISSANCE COMMONS BOULEVARD
- Centennial Park
  Address: 120 E OCEAN AVENUE
- Heritage Park
  Address: 100 W MARTIN LUTHER KING JR. BOULEVARD
- Kapok Park
  Address: 123 E OCEAN AVENUE
- Kiwanis/Sierra Park
  Address: 2215 NE 4TH STREET
- Veterans Memorial Park, Tom Kaiser, USN
  Address: 411 N FEDERAL HIGHWAY
- Betty Thomas Park
  Address: 2882 SE 2nd STREET

- Boynton Lakes Park
  Address: 300 BOYNTON LAKES BOULEVARD
- Dewey Park
  Address: 100 NE 4TH STREET
- Forest Hills Park
  Address: 2500 SW 8TH STREET
- Hibiscus Park
  Address: 660 SW 1ST AVENUE
- Knollwood Park
  Address: 8121 LAWRENCE ROAD
- Laurel Hills Park
  Address: 515 NW 7TH STREET
- Meadows Park
  Address: 4305 N CONGRESS AVENUE
- Pence Park
  Address: 600 SE 4TH STREET
- Pioneer Canal Park
  Address: 848 NW 13TH AVENUE
- The Links Golf Course
  Address: 8020 JOG ROAD

Use of energy-efficient LED lights where applicable.

C. Entryway Features

- Proposers shall submit designs for custom entryway lighting and decorative features.
- Designs should include illuminated arches, themed signage, or lighted tunnels to serve as focal points at key city entryways.
- Provide a concept drawing and décor plan

SUGGESTED ENTRYWAY AREAS:

- Fire Station 3 – Miner and Congress
- Meadows Park – Congress and Miner Blvd
- Police Department – Gateway and High Ridge
- Little League Field – Woolbright and Seacrest
- Barrier Free Park – Congress, South of N Charter Drive
- Intracoastal Park – 2240 N Federal Hwy
- Harvey Oyer Boat Ramp – 2010 N Federal Hwy
- Jaycee Park – Federal Highway and SE 27th Terrace

- Gateway and Federal

D. Christmas Tree(s)

- Provide, install, and the removal of the Christmas Tree 35 feet tall or greater (Please provide all size options in inventory).
- Installation of a Christmas Tree Topper.
- Decorative lighting and decorations to match the requested holiday theming.
- Provide a concept drawing and décor plan.

E. Amphitheaters

- Decorative lighting and decorations.
- Provide a concept drawing and décor plan.
  - Sara Sims Amphitheater - 209 NW 9TH COURT
  - Centennial Park Amphitheater – 120 E. OCEAN AVENUE

F. Lighting Types & Decorations

- String lights, icicle lights, net lights, and rope lighting.
- Animated or synchronized lighting displays (if applicable).
- Pole-mounted decorations and LED motifs.
- Holiday-themed sculptures, figures, or illuminated ornaments, etc.

G. Maintenance & Monitoring

- Routine checks to ensure all lights are operational throughout the holiday season.
- Replacement of defective lights or components within 24 hours of a service request.

H. Removal

- Timely removal of all lighting displays by January 10th.
- Safe and efficient removal without damage to City property.

I. Installation Requirements

- The holiday lighting installation schedule is a week prior to Thanksgiving Day.
- Vendors can only use City Sidewalks or Turf Areas during installation and removal if the vendor agrees to reimburse the City for the cost to repair any damages caused as a result.

- All equipment, lifts, and installation teams must operate from designated areas or City-approved access points to avoid damage to landscaping and sidewalks.

J. Onsite Presence for annual Holiday Lighting Ceremony

- The awarded vendor must have a representative onsite prior to and during the official City of Boynton Beach Holiday Lighting Ceremony to ensure lighting displays function correctly and to troubleshoot any issues in real time.
- The vendor shall coordinate with City staff prior to the event to test all lighting elements.

2.2.2 Contract Enforcement & Dispute Resolution

A. Penalties for Non-Compliance:

To ensure quality and reliability, the City reserves the right to impose penalties for failure to meet contractual obligations, including:

- **Failure to Install on Schedule:** A $500 per day penalty for delays beyond the agreed installation deadline, unless due to weather or other City-approved delays.
- **Failure to Maintain Operational Lighting:** A $250 per day penalty for unresolved lighting failures beyond the required 24-hour repair window.
- **Failure to Remove Lighting on Schedule:** A $500 per day penalty for delayed removal past the agreed timeline.
- **Non-Compliance with Installation Restrictions:** A $1,000 per occurrence penalty for failure to comply with the prohibition on sidewalks or turf usage.

B. Dispute Resolution:

- Any disputes between the City and the awarded vendor shall first be addressed through negotiation and mediation.
- If disputes cannot be resolved informally, the matter shall be referred to binding arbitration in accordance with the laws of the State of Florida.
- The vendor agrees to comply with all City of Boynton Beach procurement regulations and policies governing dispute resolution.

The City reserves the right to terminate the contract for cause if the vendor fails to perform according to the agreed-upon terms and conditions.

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CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT

RFP No: 25-053R

SECTION III – SUBMISSION OF PROPOSALS

3.1 GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this RFP. 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 qualifications of the Proposer and the particular staff to be assigned to this engagement. It should also specify an approach that will meet or exceed the RFP requirements.

The selected Contractor(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP expeditiously and economically, consistent with the City's needs. Additionally, the Consultant will be required to demonstrate recent experience successfully completing services similar to those specified in this RFP.

3.2 CERTIFICATION AND LICENSES

Proposers must include copies of all applicable certifications, licensing, and business permits related to the Work specified in the scope of work with their proposals.

3.3 DETAILED PROPOSAL PACKAGE

Proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process.

Each of the ten (10) sections listed below shall be completed online through the e-procurement system.

A. Letter of Interest

A signed cover letter expressing the proposer's interest in providing holiday lighting services. Include the company name, address, primary point of contact, email address, and phone number. Brief summary of your understanding of the project and your unique approach.

B. Proposer's Qualifications

a. Complete and submit the Proposer's Qualification Statement.
b. Legal business name, year established, ownership structure, and office location.
c. Describe the Firm and provide a statement of the qualifications for performing the requested services, a summary of business operations, and relevant history.
d. Identify the services that your Firm's staff would complete and those that would be provided by subcontractors, if any.
e. If the Principal place of business is different than the location specified in the Proposer's Qualification Statement, then the Operator shall specify the office location where each project will be managed.
f. 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 contract members".
g. Provide resumes for all key project members outlining the relevant experience and education.

h. Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from prime and supporting firms.

C. Services to be Provided, Creative Approach, Visual Appeal & Lighting Design Aesthetics

Describe the approach to the scope of work, demonstrated skill set, creativity, and Innovative ideas for the scope of work, including:

a. Include details and a narrative of your approach and work plans to the scope of work.
b. Conceptual designs, sample images of previous displays for Entryways & Citywide lighting.
c. Conceptual renderings or descriptions of proposed entryway features
d. Suggested enhancements to improve the overall holiday ambiance
e. Creative proposals for Citywide lighting installations.

D. Availability & Timeline Competency

Provide quantitative data that clearly indicates the ability of the Proposer to devote the necessary time and resources to successfully complete the service and projects promptly. Current and projected workload data shall be provided for each key project member as follows:

a. Current project work listing and remaining labor commitments.
b. Historically, describe the typical number of projects handled by the Proposer's key project manager at any given time.
c. Projected workload.
d. Identify any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work. No substitutions will be permitted without the express written approval of the City.

E. Onsite Presence at Lighting Ceremony

a. Availability and Responsiveness

F. Safety Measures and Installation Practices

a. Describe adherence to OSHA safety standards.
b. Provide the firm's safety training protocols for all staff involved.
c. Provide the firm's fall protection measures and electrical safety precautions.
d. Provide the firm's safety plan or policy currently in place.

G. References

Provide a minimum of three (3) governmental agency references or large-scale holiday lighting projects and contracts for which the Proposer has completed or is in progress within the past three (3) years, with the following information:

a. Name of Agency
b. Agency Address
c. Contact Name, Email Address
d. Telephone Number
e. Provide a brief description of the services provided and their duration.
f. The role your company provided.

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact person 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 may email 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.

H. **Document Uploads**

The following is a summary of documents required to be submitted or agreed to electronically for this RFP. Failure to include a technical proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal.

I. **Submittal of General Information and Procurement Forms and Documents**

Procurement forms should be completed, signed, and notarized when required and submitted. In addition, all other requests and supporting documentation should be included.

a. *Proposers Qualification Statement – **Upload Online***
b. *Non-collusion Affidavit of Proposer– **Upload Online***
c. *E-Verify Form Under Section 448.095 – **Upload Online***
d. *Certification Pursuant to Florida Statute § 287.135 - **Upload Online***
e. *Anti-Kickback Affidavit – **Upload Online***
f. *Affidavit of Compliance with Foreign Entity Laws - **Upload Online***
g. *Affidavit of Compliance with Anti-Human Trafficking Laws - **Upload Online***
h. *Copy of Proposer's W9 - **Upload Online***
i. *Proposer Acknowledgement – **Online Acknowledgement***
j. *Addenda Acknowledgement – **Online Acknowledgement***
k. *Confirmation of Minority-Owned Business - **Online Form***
l. *Confirmation of Drug-Free Workplace - **Online Acknowledgement***
m. *Palm Beach Inspector General - **Online Acknowledgement***
n. *Local Business Certification - **Supplier Must Present a copy of Certification**.*
o. *Statement of non-submittal (if applicable) - **Online Form***
p. *Schedule of Sub-Contractor – Input list, if applicable.*
q. *Submit current Florida Professional License(s), including evidence of possession of required licenses – **Upload Online***
r. *Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form as an attachment. – **Upload Online***
s. *Submit any Supplemental information relative to this RFP – **Upload Online***

J. Price Proposal

- Cost per linear foot for standard lighting installations.
- Cost for the concept drawing and décor plan.
- Cost for labor, installation, removal, design, and revisions.
- Cost of custom designed items.
- Product and Service Offerings
- Catalog Price List of all available lighting and décor items with applicable Percentage discount applicable to all catalog items.
- A catalog or list of all inventory, accessories, and any additional merchandise with pricing.
- Provide a catalog or list of all Christmas trees, including sizes, with pricing.

All prices are entered into Boynton-beach.bidsandtenders.net in the Schedule of Prices. The form in the document is for informational purposes only.

CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT
RFP No: 25-053R

SECTION IV – EVALUATION OF PROPOSALS

4.1 EVALUATION METHOD AND CRITERIA

The City's Purchasing Division Agent or Designee will conduct a preliminary evaluation of each Proposal through the City's electronic e-procurement system, Boynton-beach.bidsandtenders.net.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The City will assemble an Evaluation and Selection Committee, herein referred to as "Selection Committee," comprised of City staff and an outside consultant(s), if deemed necessary. The Selection Committee may utilize the City's e-procurement system to electronically evaluate all submittals based on the information provided and criteria as set forth in this solicitation. The City's Selection Committee will act in what they consider to be the best interest of the City and its residents. **Price shall not be the sole determining factor for selection.**

The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive, which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP.

4.2 ORDINAL RANKING

The Evaluation Committee will review all responsive proposals and assign **ordinal rankings** to each proposer based on the evaluation criteria set forth in **Section IV – Evaluation of Proposals**. Under this method, each committee member will independently rank the proposals in order of preference (1st, 2nd, 3rd, etc.), with "1" representing the most preferred proposal.

Once individual rankings are completed and reviewed at the evaluation committee, the rankings will be entered by the Procurement Services Division representative, who will compile the rankings using a **consensus-based approach or a weighted point scoring matrix**, if applicable.

The proposer with the **lowest cumulative score** (i.e., the highest overall ranking across committee members) will be considered the most advantageous to the City.

This method allows for a qualitative comparison of proposals based on overall merit, taking into consideration factors such as:

- Creative approach and visual appeal of the holiday lighting design
- Experience with similar projects and references
- Capacity to meet project timelines
- Safety measures and installation practices
- Pricing and value

In the event of a tie or close rankings, the Committee may hold additional discussions, request clarifications, or invite oral presentations before finalizing rankings.

4.3 ADDITIONAL CLARIFICATION

The City reserves the right to seek clarification from any or all Proposers if the information received during the evaluation process requires further explanation. Clarifications may be requested either

before or after shortlisting, depending on what the Evaluation Committee determines to be in the best interest of the City.

4.4 BEST AND FINAL OFFER

A process requested from one proposer or short-listed proposers for their best price(s) for a specific solicitation before determining a contract award. This shall be at the discretion of the Evaluation Committee. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions.

The City reserves the right to request Best and Final Offers from any or all Proposers if it is determined that further revisions to the proposal, including the proposed price, are necessary.

4.5 SELECTION PROCESS

A. An Evaluation Committee consisting of the City's staff members, and may include outside consultants as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

B. The Evaluation Committee review of proposals meeting will be scheduled and publicly noticed and is open to anyone who wants to attend. All Evaluation Committee members' scores may be electronically opened and read aloud for discussion among the Evaluation Committee members.

C. The Evaluation Committee may, at its sole discretion, request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

D. The Evaluation Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will utilize the presentation points outlined above.

E. After the final ranking is completed, City staff or the Evaluation Committee will initiate negotiations with the top-ranked firm. Once an acceptable contract is finalized, which may include a Best and Final Offer, the agenda item with the final contract will be presented to the City Commission for final approval.

F. After approval by the City Commission, the City Representative authorized to execute contracts will execute an Agreement(s) based on the attached draft contract developed from this Request for Proposals (RFP).

G. The City reserves the right to include additional provisions if the inclusion is in the City's best interest, as determined solely by the City.

H. In the event less than three (3) firms express interest in a solicitation or less than three (3) are deemed qualified by the Evaluation Committee, then Procurement Services shall make a determination as to whether to proceed with the lesser number of firms.

I. 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.

J. **CONTACT WITH ANY PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE PROCUREMENT REPRESENTATIVE DURING THE SOLICITATION, EVALUATION, AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

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HOLIDAY LIGHTING – MULTI-YEAR CONTRACT
RFP No: 25-053R

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement/contract. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Proposer shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION:

Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS:

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

5.4 CONFLICT OF INTEREST:

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5.5 ADDITIONAL HOURS QUANTITIES:

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 DISPUTES:

Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida.

5.7 LEGAL REQUIREMENTS:

Proposer shall comply with all 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.

5.8 ON PUBLIC ENTITY CRIMES:

All Request for Proposals 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 proposal on a contract or 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, 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".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Contractor, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Proposer and, if awarded Proposer, 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 Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Proposer and its sub-contractor and lower-tier sub-contractors.

The Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its sub-contractors 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 Agreement justifying its termination.

5.13 OTHER AGENCIES:

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

5.14 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

A. The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

B. During the performance of the Agreement, the Contractor and its sub-contractors shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

C. The Proposer will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

D. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

E. The Contractor and its sub-contractor shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

F. The Contractor further agrees that they will ensure that all sub-contractors, if any, will be made aware of and will comply with this nondiscrimination clause.

G. The Proposer understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

5.16 INDEPENDENT CONTRACTOR RELATIONSHIP:

The Proposer and, if awarded Proposer, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Proposer's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

5.17 OMISSION OF DETAILS:

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 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, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all 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 the 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-proposal 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.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Contractor is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor/Proposer or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal for this solicitation, Proposer, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

5.23 DISCRIMINATORY VENDOR LIST:

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 NON-EXCLUSIVE:

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.
Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

5.25 BUSINESS INFORMATION:

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT:

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

5.27 ENDORSEMENTS:

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE:

The Proposer shall implement and maintain a drug-free workplace program of at least the following items:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.

C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Proposer of any conviction of, or plea of guilty

or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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) calendar days after such conviction or plea.

E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT:

Proposer represents and certifies that Proposer and all Sub-contractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that Proposer and all Sub-contractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

5.31 RIGHTS IN DATA:

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

5.32 DOCUMENTATION OF COSTS:

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.33 PUBLIC RECORDS:

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Proposer agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Proposer, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Proposer, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public

document in accordance with Section 119.07, F.S. All submitted information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records Law. Specifically, the Proposer 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 Agreement, 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 Agreement, 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. Failure of the Proposer to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH,
FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

5.34 **SOVEREIGN IMMUNITY:**
Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

HOLIDAY LIGHTING – MULTI-YEAR CONTRACT

SECTION VI – SPECIAL PROVISIONS – TERM CONTRACT

The Contractor will be responsible for supplying all necessary labor, staffing, supplies, equipment, and all other needed resources to run the facility operations at its own expense. The City is not responsible for any agreements, contracts, expenditures, debt, or credit incurred by the Operator regarding managing facility operations and additional services mentioned in this RFP for the City of Boynton Beach.

The following special provisions shall apply to all Proposers and eventually to the Contractor(s) who are awarded the contract for these services.

6.1 ASSIGNMENT:

Any contract issued pursuant to this request for proposal and the funds that may come due hereunder are not assignable except with the prior written approval of the City.

6.2 AGREEMENT TERM AND EXTENSION:

The awarded contract will be for a three (3) year term with an option for one (1) two-year renewal at the City's discretion based on performance and funding availability.

The City reserves the right to extend automatically for a period not to exceed an additional **ONE HUNDRED EIGHTY (180)** calendar days by mutual agreement and by filing a written notice signed by the Contractor to the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of the contract.

6.3 CHANGES TO SCOPE AND ADDITIONAL SERVICES:

CITY or CONTRACTOR may, from time to time, request changes that would increase, decrease, or otherwise modify the scope of services, as described in Section II – Scope of Work to be provided under this Agreement, subject to the requirements.

Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

CONTRACTOR shall continue to render services while seeking a change order unless such services have not been authorized herein by written amendment or change order.

Services to be performed while seeking a change order which have not been described herein or in a separate written amendment or change order shall be performed at the CONTRACTOR'S own risk. In no event will the CONTRACTOR be compensated for any services which have not been described either herein or in a separate written amendment or change order.

6.4 INDEMNIFICATION:

The Contractor shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the

Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.
The Contractor 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 Consultant's breach of any of the provisions of the contract. Contractor shall not be responsible for negligent acts of the City or its employees. Further, the Consultant shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the Agreement by the Contractor.

6.5 PERFORMANCE OF CONTRACTOR:

The Proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Proposer to comply with the conditions, terms, specifications, and requirements of the RFP shall be cause for cancellation of the RFP award, notwithstanding any additional requirements enumerated in the Special Conditions herein relating to performance-based contracting.

The City may, by written notice to the Responding Firm, terminate the Agreement for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

6.6 INSURANCE REQUIREMENTS: – See sample contract for limits

If a Contractor is providing a service under this Agreement, then the Contractor shall, at its sole expense, always maintain in full force and effect during the life of this Agreement, insurance coverages and limits (including endorsements), as required by the City.

These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: **"The City of Boynton Beach"**. The Contractor shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of the Agreement.

It shall be the responsibility of the Contractor to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance during the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Contractor until such time as the items and/or work have been accepted by the City. The Contractor 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. The City will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.

6.7 FORCE MAJEURE:

The Agreement which is awarded to the Contractor may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment

due to Contractor for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel, or renegotiate the Agreement.

6.8 IF A WORK AUTHORIZATION OR TASK ORDER IS PERMITTED TO CONTINUE BEYOND THE TERM

Contractor shall complete each executed Work Authorization/Task Order without regard to whether such completion would cause services to be performed after the expiration date of this Agreement.

Any Work Authorization/Task Order for which performance extends beyond the Term may be amended after that expiration date provided that any additional services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Work Authorizations/Tasks Orders notwithstanding the expiration of this Agreement.

6.9 INSPECTION AND ACCEPTANCE OF WORK PRODUCED:

The City has the right to review, require correction, if necessary, and accept the work produced by the Contractor. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Contractor.

The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

6.10 CONTINGENT FEE:

Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

6.11 TRUTH IN NEGOTIATION REPRESENTATION:

Contractor's compensation under this Agreement is based upon its representations to City, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Contractor's compensation in this Agreement.

6.12 PERFORMANCE REVIEW EVALUATION:

The awarded Contractor(s) may receive a performance evaluation by City Staff during the course of the term contract. The City's Project Manager shall complete performance evaluations at the first year of the contract or more frequent intervals as required by the Agreement **and** at the time of the end of the term contract.

Should the services provided by the Contractor fail to meet the expectations of the City's Project Manager, the Contractor shall have a period of ten (10) working days from the date notice is given

to the Contractor by the City to correct all deficiencies under the contract.

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 contract without the City being liable for any and all future obligations under the Agreement as determined by the City at its sole discretion.

The City, in its judgment, may elect to compensate the Contractor for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form sufficiently documented and organized to allow subsequent utilization in completing the work product.

The City's Project Manager shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with bringing 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 City's Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

The 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 City.

6.13 ANTI-HUMAN TRAFFICKING:

On or before the Effective Date of the Vendor entering into an Agreement with the City, the Vendor shall provide the City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

6.14 VERIFICATION OF EMPLOYMENT ELIGIBILITY – E-VERIFY:

Contractor represents that Contractor, and each Sub-contractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, City may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by City due to the termination.

6.15 ENTITIES OF FOREIGN CONCERN:

The provisions of this section apply only if Contractor or any Sub-Contractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern.

On or before the Effective Date, Contractor and any Sub-contractor that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes.

Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.16 SUCCESSORS AND ASSIGNS:

The City and the Contractor each bind themselves and their successors and assigns to the other party in respect to all provisions of the Agreement. Neither the City nor the Contractor shall assign, sublet, convey, or transfer its interest in the Agreement without the prior written consent of the other.

6.17 ENUMERATION OF PRECEDENCE OF CONTRACT DOCUMENTS:

If any portion of the Contract Documents appears to conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

The Fully Executed Agreement
The Scope of Work (Services)
The Instructions to Proposers
The Special Conditions
Standard General Terms and Conditions
Proposer's Proposal

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CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT
RFP No: 25-053R

SECTION VII - PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, grade, and materials for the service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "CITYWIDE HOLIDAY LIGHTING – MULTI-YEAR CONTRACT".

Description (Christmas Tree)	Unit	Quantity	Unit Cost	Total
Christmas Tree - 35 feet (provide the tree, concept drawing, and décor plan)	35 ft	1		
Custom Tree Topper	Lump Sum	1		
Lighting and Décor	Lump Sum	1		
Labor, Installation, and Removal	Lump Sum	1		

~~Description (Lighting)~~	~~Unit~~	~~Quantity~~	Unit Cost	Total
~~Warm White Mini Lights (could be used to wrap light poles, trees, line buildings, etc..)~~	~~LF~~	~~1~~		
~~Multi-Colored Mini Lights (could be used to wrap light poles, trees, line buildings, etc..)~~	~~LF~~	~~1~~		
~~Lit Garland (could be used to wrap light poles, trees, line buildings, etc..)~~	~~LF~~	~~1~~		
~~Labor, Installation, and Removal~~	~~Lump Sum~~	~~1~~		

Description (Park Locations) – Small Display	Unit	Quantity	Unit Cost	Total
Holiday Animated Display at Park Location(s) – Provide Examples of each size category	Each	1		
Design Cost	Each	1		
Revision Cost	Per Round	1		
Labor, Installation, and Removal	Lump Sum	1		

Description (Park Locations) – Medium Display	Unit	Quantity	Unit Cost	Total
Holiday Animated Display at Park Location(s) – Provide Examples of each size category	Per Cost	1		
Design Cost	Each	1		
Revision Cost	Per Round	1		
Labor, Installation, and Removal	Lump Sum	1		

Description (Park Locations) – Large Display	Unit	Quantity	Unit Cost	Total
Holiday Animated Display at Park Location(s) – Provide Examples of each size category	Per Cost	1		
Design Cost	Each	1		
Revision Cost	Per Round	1		
Labor, Installation, and Removal	Lump Sum	1		

Description (Entryway Features) – Large Display	Unit	Quantity	Unit Cost	Total
Entryway Display (locations are listed under Section II - Entryway Features) – Customized to the City's Branding (provide a concept drawing, décor plan)	Each	1		
Design Cost	Each	1		
Revision Cost	Per Round	1		
Labor, Installation, and Removal	Lump Sum	1		

Description (Community Centers) – Medium Display	Unit	Quantity	Unit Cost	Total
Entryway Display (locations are listed under Section II, Article 2.2 Scope of Services – Community Centers)	Each	1		
Design Cost	Each	1		
Revision Cost	Per Round	1		
Labor, Installation, and Removal	Lump Sum	1		

Description (Community Centers) – Large Display	Unit	Quantity	Unit Cost	Total
Entryway Display (locations are listed under Section II, Article 2.2 Scope of Services – Community Centers)	Each	1		
Design Cost	Each	1		
Revision Cost	Per Round	1		
Labor, Installation, and Removal	Lump Sum	1		

Description (Amphitheaters)	Unit	Quantity	Unit Cost	Total
Sara Sims Park Amphitheater Display (provide a concept drawing and décor plan)	Each	1		
Design Cost	Each	1		
Revision Cost	Per Round	1		
Labor, Installation, and Removal	Lump Sum	1		
Centennial Park Amphitheater Display (provide a concept drawing and décor plan)	Each	1		
Design Cost	Each	1		
Revision Cost	Per Round	1		
Labor, Installation, and Removal	Lump Sum	1		

Additional Fees	Unit	Quantity	Unit Cost	Total
Routine Maintenance	Per Visit	1		
Emergency Repair Services	Hourly	1		
Permits (if applicable)	Each	1		

Discount(s)	

All labor fees must include project management, setup and staging fees, fuel, storage fees, disposal, equipment rentals, travel, and mileage.

APPENDIX 'A'

DRAFT - AGREEMENT PROFESSIONAL SERVICES TERM CONTRACT

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND _____, FOR CITYWIDE HOLIDAY LIGHTING MULTI-YEAR CONTRACT

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 "VENDOR" each a "Party" and collectively the "Parties". In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

WHEREAS the City issued Request for Proposals No._____ (the "RFP") pursuant to state and local law to solicit proposals for _____ (the "Services"); and

WHEREAS Contractor responded to the RFP by submitting its Proposal dated _____ (the "Proposal"), and

WHEREAS the City created an evaluation committee, reviewed all proposals responses and scored the proposals in accordance with the criteria outline in the RFP; and

WHEREAS the City selected Contractor as the best qualified to perform the Services; and

WHEREAS the City desires to engage Contractor to provide such services to the City on an as-needed basis according to the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Contractor do hereby agree as follows:

1. **SERVICES AND METHOD OF ORDERING SERVICES**.

a. **Services**. Contractor shall provide the type of services described in the Scope of Services attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Contractor may be requested to provide specific Services for various and different tasks or projects. Contractor shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

b. **Method of Ordering Services**. Services will be rendered in response to periodic written Task Orders (each a "Task Order") issued by the City on an as-needed basis. For each task or assignment, the City shall request the Contractor to develop for review by the City:

a. A scope of services.

b. An estimate of fees and costs based on the rates established in this Agreement with sufficient detail to identify the various elements of costs, which amount shall constitute a guaranteed maximum and shall not be exceeded without the prior written approval of City.

c. A task/deliverable schedule; and

d. A payment schedule based on deliverables, which may not be front-loaded.

The Contractor and City shall execute a written Task Order upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule, and payment schedule. City shall not be liable to pay for any Services provided without a properly executed Task Order. Upon complete execution of a Task Order and issuance of a Purchase Order, Contractor shall provide all Services described in the Task Order, including all necessary, incidental, and related activities required for the full and complete performance of such Services. The form of the Task Order is attached hereto as **Exhibit B**. Any Task Order over the then-current procurement policy threshold shall require approval of the City Commission.

c. **Use of Subcontractors**. Contractor shall utilize only the subcontractors identified in a Task Order to provide the Services. Contractor shall obtain written approval of City before changing or modifying any subcontractors, which shall be automatically updated upon such written approval. Contractor shall bind in writing each approved subcontractor to the terms stated in this Agreement and the applicable Task Order, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 24 on Contractor's subcontractors.

2. **TERM**. This Agreement shall be for an initial term of **THREE** (**3**) years, commencing on _____, 20___, and shall remain in effect through _____, 20___ ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The City reserves the right to renew the Agreement for one (1) additional two-year renewal term (the "Extension Term") on the same terms and conditions stated in this Agreement, subject to Contractor's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Contractor is the sole source to provide the Services. The Mayor is authorized to execute the term extension amendment(s). If Contractor requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

3. **TIME FOR PERFORMANCE**.

a. **Commencement of Work**. Services under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Contractor to proceed along with a purchase order. Contractor shall perform all Services and provide all deliverables required pursuant to this Agreement and each Task Order. Time is of the essence for the Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

b. **Delays; Untimely Performance**.

i. **Delays; No Fault of Contractor**. If Contractor is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Contractor, or because of delays caused by factors outside the control of Contractor, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Contractor to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Contractor's control and to inform the City of all facts and details related to the delay. Contractor must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

ii. **Delays Due to Contractor**. If Contractor fails to substantially complete the Services in whole or in part on or before the date established in each Task Order, Contractor shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

c. **If Task Order Continues Beyond Term**. Contractor shall complete each executed Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and

conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

4. **AMOUNT AND METHOD OF COMPENSATION**.

a. **Compensation**. As compensation for Services rendered by Contractor to the City pursuant to a duly executed Task Order, the City shall pay the Contractor an annual amount not to exceed _____ ($_____) ("Fee") calculated based on the anniversary date of complete execution of the Agreement. The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit C** and incorporated into this Agreement by reference. The Fee shall be the sole compensation paid to contractor in connection with the rendition of the Services and the performance of all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by contractor.

b. **Subconsultant/Subcontractor Fees**. If subcontractor is permitted, the Contractor shall bill the City for subcontractor fees with no markup and within any applicable maximum not-to-exceed amount.

c. **CPI Increases.** All prices for the Initial Term are fixed in accordance with the pricing stated in the Agreement. Contractor may request a price adjustment for labor unit prices for any applicable extension term. This request must be in writing, submitted to the City at least ninety (90) days before the start of the next applicable Extension Term, and accompanied by documentation to substantiate the need for the price adjustment.

Any price adjustment will be consistent with the Consumer Price Index ("CPI"). The CPI data will be obtained from the U.S. Bureau of Labor Statistics' table for CPI for All Urban Consumers ("CPI-U"), All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. The City will designate a reasonably similar index if no such index is published.
In its sole discretion, the City will determine if Contractor's requested adjustment is in the City's best interest based on current market conditions and information regarding similar services in the area. City approval is required for any price adjustment requested by Contractor; the City will provide written notification to Contractor of City's decision to approve or reject any requested adjustment. The City may also initiate a price adjustment consistent with the CPI-U; unless otherwise stated in the Agreement, Contractor's written approval is required for any price adjustment initiated by City.
If approved by the City, the CPI price adjustment percentage is calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times 100. The CPI current period means the most recently published monthly index before the Agreement's annual anniversary. The CPI previous period means for the same month of the prior year. Any year's CPI price adjustment percentage will not exceed a maximum change of three percent (3%).
Contractor acknowledges that any adjustment is at the City's sole discretion, and if the City does not approve any such adjustment, Contractor is obligated to perform the Services in full for the entire Term without the requested adjustment to pricing.

5. **NOTICES**. All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach

P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Contractor: _____
_____
_____
_____
Telephone: _____
Email: _____

6. **INVOICES AND PAYMENT**. Invoices must identify the PO number, Task Order project description, and should be mailed to:

   Boynton Beach Finance Department
   Attn: Accounts Payable
   P.O. Box 310
   Boynton Beach, FL 33425

   Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year.

   Payment shall be made only for services performed and completed pursuant to a duly executed Task Order and this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty, or incomplete rendition of the Services.

7. **TAX EXEMPT**. Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. The City will provide the Contractor with proof of tax-exempt status upon request.

8. **SOVEREIGN IMMUNITY**. Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

9. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

10. **PUBLIC RECORDS**. 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 when utilizing non-City-owned equipment.

    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 compatible with the City's information technology systems.

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:**

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

11. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

12. **E-VERIFY**. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for one (1) year after the date of termination.

13. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, Contractor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

14. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Contractor shall provide City with an affidavit attesting that the Contractor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

15. **COUNTRIES OF CONCERN**. The Contractor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

16. **PUBLIC ENTITY CRIME ACT**. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a

"public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

17. **CONTINGENT FEE**. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

18. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Contractor's compensation under this Agreement is based upon its representations to City. Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Contractor's compensation in this Agreement.

19. **DULY LICENSED**. Contractor represents that it is duly licensed to perform the Services under this Agreement and will continue to maintain all licenses and approvals required to conduct its business.

20. **FORCE MAJEURE**. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

21. **DISPUTES**. Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

22. **TERMINATION**.

    a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Contractor shall be compensated for services performed through the termination date, including services reasonably related to termination.

    b. **Termination for Cause**. In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party 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 thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

    c. In the event of termination, the City shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Contractor shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City

and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.

d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance, indemnification, governing law, and litigation shall **survive termination of this Agreement and remain in full force and effect.**

23. **INDEMNIFICATION.**
The Contractor shall indemnify and hold harmless the City, and its officers and employees (collectively "indemnified party", from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City. The Contractor 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 Consultant's breach of any of the provisions of the contract. Contractor shall not be responsible for negligent acts of the City or its employees. Further, the Contractor shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the Agreement by the Contractor.

24. **INSURANCE.** At the time of execution of this Agreement, the Contractor shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

a. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.

b. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

i. Premises and/or Operations on an occurrence basis.
ii. Completed Operations Liability on an occurrence basis.
iii. Broad Form Property Damage.
iv. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

c. The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured. <u>The Contractor will not be required add the City to Workers Compensation and Professional Liability insurance as an additional insured.</u>

d. Contractor shall require that each subcontractor maintains insurance coverage that adequately covers the Services provided by that subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such subcontractor comply with these requirements and that "and its officers, employees, and agents as additional insured" is named as an additional insured under the subcontractors' applicable insurance policies. Contractor shall not permit any subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

25. **LIMITATION OF LIABILITY**. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the amount remaining due to Contractor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity, or otherwise; and in no event shall City be liable to Consultant for punitive or exemplary damages or lost profits or consequential damages.

26. **INDEPENDENT CONTRACTOR**. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Contractor is an independent contractor under this Agreement and shall not be considered the City's employee for any purpose. Contractor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

27. **COMPLIANCE WITH LAWS**. Contractor hereby always warrants and agrees that material to the Agreement, Contractor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

28. **BREACH OF REPRESENTATIONS**. Contractor acknowledges that City is materially relying on the representations, warranties, and certifications of Contractor stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Contractor the total amount of any damage incurred; and (d) debarment of Contractor.

29. **ASSIGNMENT**. If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Contractor, Contractor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any company ownership change shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Contractor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement. Contractor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement within thirty (30) calendar days of such event.

30. **NO LIEN**. The Contractor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Contractor.

31. **AGREEMENT SUBJECT TO FUNDING**. The 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 of 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.

32. **NON-EXCLUSIVE**. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

33. **REPRESENTATION OF AUTHORITY**. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates applicable law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of contractor is duly authorized by all necessary and appropriate action to do so on behalf of contractor and does so with full legal authority.

34. **RIGHTS IN DOCUMENTS AND WORK**.

    a. **Ownership**. All videos, photographs, documents, materials, data, or other work created by Contractor in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or

to the Documents and Work.

b. **Deliverables Upon Conclusion of Task Order**. Contractor shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under any Task Order, all documents and materials prepared for the City in connection with the Task Order. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

c. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Contractor to City within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

d. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Contractor's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Task Order); and Contractor agrees to such reuse in accordance with this provision. Notwithstanding the foregoing, any modifications made by the City to any of the Contractors documents, or any reuse of the documents will be at the City's sole risk and without liability to the Contractor.

35. **CONTRACTOR'S STAFF**. Contractor will provide the key staff identified in its Proposal if they are in Contractor's employment. Contractor will obtain prior written approval from the City to change key staff. Contractor shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Contractor's staff, City shall first meet with Contractor and provide reasonable justification for said removal; upon such reasonable justification, Contractor shall use good faith efforts to remove or reassign the staff at issue.

36. **THIRD-PARTY BENEFICIARIES**. Neither Contractor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

37. **MATERIALITY AND WAIVER OF BREACH**. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

38. **COUNTERPARTS AND MULTIPLE ORIGINALS**. This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

39. **NON-DISCRIMINATION**. Contractor and any subcontractors shall not discriminate based on race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

40. **CONTROLLING PROVISIONS**. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

41. **ENTIRE AGREEMENT**. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment executed by the City and Contractor.

42. **SEVERABILITY**. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

(Signatures on following page)

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

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

COMPANY NAME

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FORM OF TASK ORDER

CITY OF BOYNTON BEACH
_____*Contractor Services Task Order*

Contractor:
Contract No:

1. **Task/Project**. _____

2. **Agreement Reference**. This Task Order shall be performed under the terms and conditions described within the _____ Contractor Services Agreement ("Agreement"), dated _____, by and between the City of Boynton Beach and _____.

3. **Scope of Services**. The scope of services and all required deliverables under this Task Order is attached as **Exhibit A**. This Task Order is issued in accordance with Section 1(b) of the Agreement.

4. **Project Schedule**. Contractor shall deliver to the City the deliverables specified [within _____ days after the date of Notice to Proceed for such services] or [pursuant to the time periods specified in the Project Schedule included in **Exhibit A** said time periods shall commence from the date of the Notice to Proceed for such services].

5. **Compensation**. Payment for the services authorized by this Task Order shall be in accordance with Article 2 of the Agreement. The total Fee to be paid to the Contractor under this Task Order shall not exceed $_____, based on the detailed fee schedule attached as **Exhibit B**, which shall be based on the Hourly Rates established in the Agreement.

6. **Insurance**. Contractor shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**. All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Incorporation; No Modification**. The terms and conditions of the Agreement are hereby incorporated into this Task Order. Nothing contained in this Task Order shall alter, modify, or change in any way the terms and conditions of the Agreement with the City.

9. **Notice to Proceed *(Task Order Form and Purchase Order)***.

☐ If checked, Contractor's receipt of a fully executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully executed Task Order was emailed to the Contractor.

☐ If checked, Contractor shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONTRACTOR:

By: _____

Print Name: _____

Date: _____, 20__

CITY OF BOYNTON BEACH

By: _____
Rebecca Shelton, Mayor

Date: _____, 20__

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT C
FEE PROPOSAL

ATTACHMENT "A"

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. INSURANCE REQUIREMENTS:
The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:
- **$1,000,000 each occurrence**
- **$3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury**
- **$1,000,000 per occurrence for Property Damage**
- **$1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations**

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice
Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:
- **$2,000,000 each occurrence**
- **$3,000,000 annual aggregate**

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- **All Risk Coverage including Flood and Windstorm with no coinsurance clause**
- **Guaranteed policy extension provision**
- **Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity**
- **Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project**
- **Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment**

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. **The Contractor shall provide the City with valid Certificates of Insurance (binders re unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.**
b. **The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.**
c. **In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.**
d. **In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.**
e. **The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.**
f. **The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.**
g. **The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.**

h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

<u>The Certificate Holder should read as follows:</u>
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self- insured retention; including any loss not covered because of the operation of such deductible, co- insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Sexual Assault and Molestation, etc.) may be required based upon the type of event, event location, and/or number of participants.

Revised 04/25/2025

ATTACHMENT "B"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations may be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Task Orders/Work Orders. Task Orders/Work Orders/Purchase 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 Task Order/Work Order/Purchase Order **and** at the time of Task Order/Work Order/Purchase 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, Task Order, and 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 Sub-consultant/sub-contractor 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, task orders, and/or work orders of this type? If "No" or "Possibly", an explanation must be**	☐ **Yes** ☐ **No**

Project Manager (sign)	Date	Department 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 REVIEW/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

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Proposed Resolution No. R25-281- Approve the final rankings for the Request for Qualifications (RFQ) No. PWE25-009Q for Engineering Design and Environmental Review Services for the San Castle Infrastructure Mitigation Project (CDBG-MIT Funded) as recommended by the Evaluation Committee and authorize City staff to negotiate a contract with the recommended top-ranked proposer, Wade Trim, Inc. in accordance with section 287.055, Florida Statutes, otherwise known as the Consultants' Competitive Negotiation Act (CCNA).

Requested Action: Staff recommends approval of Proposed Resolution No. R25-281.

Explanation of Request: The City of Boynton Beach received Community Development Block Grant–Mitigation (CDBG-MIT) funds from the Florida Department of Commerce (FCOM), formerly the Florida Department of Economic Opportunity (FDEO), to upgrade drainage, utilities, and roadway infrastructure in the San Castle neighborhood.

Any contract executed as a result of this Request for Qualifications (RFQ) was funded, in whole or in part, through FCOM and the U.S. Department of Housing and Urban Development (HUD) under Public Law 115-123 or other federal programs. All work was required to comply with applicable federal laws, regulations, and HUD CDBG-MIT grant requirements, including the provision of audit-quality documentation to support reimbursable expenses.

Located east of I-95 and south of Hypoluxo Road, the San Castle project provided critical infrastructure improvements to enhance public safety, mobility, and stormwater management for a low-to-moderate income community. The project’s purpose was to improve disaster resilience and the overall quality of life in a HUD-designated Most Impacted and Distressed (MID) area.

Through this RFQ, the City sought a qualified Engineering Consulting Firm in accordance with Florida Statute 287.055, the Consultants Competitive Negotiation Act (CCNA), to perform engineering design and environmental review services in accordance with all federal, state, and City standards and grant agency requirements.

On January 30, 2025, the City of Boynton Beach Procurement Division, in conjunction with the Public Works Department, released Solicitation PWE25-009Q for Engineering Design and Environmental Review Services for the San Castle Infrastructure Mitigation Project (CDBG-MIT Funded). When the solicitation closed on May 22, 2025, the City received five qualification submittals.

On June 30, 2025, the City held a publicly noticed evaluation meeting, open to the public, where the submittals were reviewed in accordance with the evaluation criteria established in the RFQ. In compliance with F.S. 287.055, the Evaluation Committee scored the proposals and shortlisted the top three firms to provide formal presentations.

On September 5, 2025, the Evaluation Committee heard presentations from the shortlisted firms and scored them accordingly to determine final rankings. The rankings are shown below.

Rank	Firm	Score (out of 125)
1	Wade Trim, Inc.	110.84
2	Keith and Associates	104.29
3	Ardurra Group, Inc.	103.55
4	Baxter & Woodman, Inc.	82.08
5	Chen Moore and Associates	77.25

This evening, staff requests the Commission's approval to enter into negotiations with the top-ranked firm, Wade Trim Inc. In accordance with section 287.055(5), Florida Statutes, if the City of Boynton Beach is unable to negotiate a satisfactory contract deemed fair, competitive, and reasonable with the highest-ranked firm, the staff requests approval to engage in negotiations with the second-highest-ranked firm. This process will continue as necessary with lower-ranked firms until a fair, competitive, and reasonable contract is achieved.

All work under this project will comply with HUD CDBG-MIT requirements, Executive Orders, and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), including all applicable audit and record-keeping provisions.

How will this affect city programs or services? This action will enable the City to move forward with design and environmental review activities required to meet federal grant deadlines. It directly supports the City's resilience, stormwater, and infrastructure improvement goals in an underserved community and ensures continued eligibility for federal reimbursement.

Budgeted Item: Yes

Account Line Item and Description: N.A. - No contract yet.

Fiscal Impact: Budgeted item.

Attachments:
R25-281 Agenda_Item_3821-2025_Resolution_for_RFQ_Final_Ranking.docx
PWE25-009 - Scoring Summary.pdf
RFQ - PWE25-009Q - REVISED.pdf
Qualification Package - Wade Trim, Inc. - No Financials.pdf

RESOLUTION NO. R25-281

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FINAL RANKINGS FOR THE REQUEST FOR QUALIFICATIONS (RFQ) NO. PWE25-009Q FOR ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES FOR THE SAN CASTLE INFRASTRUCTURE MITIGATION PROJECT (CDBG-MIT FUNDED) AS RECOMMENDED BY THE EVALUATION COMMITTEE AND AUTHORIZE CITY STAFF TO NEGOTIATE A CONTRACT WITH THE RECOMMENDED TOP-RANKED PROPOSER, WADE TRIM, INC. IN ACCORDANCE WITH SECTION 287.055, FLORIDA STATUTES, OTHERWISE KNOWN AS THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA); AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach received Community Development Block Grant–Mitigation (CDBG-MIT) funds from the Florida Department of Commerce (FCOM), formerly the Florida Department of Economic Opportunity (FDEO), to upgrade drainage, utilities, and roadway infrastructure in the San Castle neighborhood; and

WHEREAS, any contract executed as a result of this Request for Qualifications (RFQ) was funded, in whole or in part, through FCOM and the U.S. Department of Housing and Urban Development (HUD) under Public Law 115-123 or other federal programs. All work was required to comply with applicable federal laws, regulations, and HUD CDBG-MIT grant requirements, including the provision of audit-quality documentation to support reimbursable expenses; and

WHEREAS, located east of I-95 and south of Hypoluxo Road, the San Castle project provided critical infrastructure improvements to enhance public safety, mobility, and stormwater management for a low-to-moderate income community. The project's purpose was to increase disaster resilience and improve the overall quality of life in a HUD-designated Most Impacted and Distressed (MID) area; and

WHEREAS, through this RFQ, the City sought a qualified Engineering Consulting Firm in accordance with section 287.055, Florida Statutes, Consultants Competitive Negotiation Act (CCNA) to perform engineering design and environmental review services in accordance with all federal, state, and City standards and grant agency requirements; and

WHEREAS, on January 30, 2025, the City of Boynton Beach Procurement Division, in conjunction with the Public Works Department, released Solicitation PWE25-009Q for Engineering Design and Environmental Review Services for the San Castle Infrastructure Mitigation Project

(CDBG-MIT Funded). When the solicitation closed on May 22, 2025, the City received five qualification submittals; and

WHEREAS, on June 30, 2025, the City held a publicly noticed evaluation meeting, open to the public, where the submittals were reviewed in accordance with the evaluation criteria established in the RFQ. In compliance with section 287.055, Florida Statutes, the Evaluation Committee scored the proposals and shortlisted the top three firms to provide formal presentations; and

WHEREAS, on September 5, 2025, the Evaluation Committee heard presentations from the shortlisted firms and scored them accordingly to determine final rankings. The rankings are shown below; and

Rank	Firm	Score (out of 125)
1	Wade Trim, Inc.	110.84
2	Keith and Associates	104.29
3	Ardurra Group, Inc.	103.55
4	Baxter & Woodman, Inc.	82.08
5	Chen Moore and Associates	77.25

WHEREAS, staff requests Commission approval to enter into negotiations with the top-ranked firm, Wade Trim Inc.; and

WHEREAS, in accordance with section 287.055(5), Florida Statutes, if the City of Boynton Beach is unable to negotiate a satisfactory contract deemed fair, competitive, and reasonable with the highest-ranked firm, the staff requests approval to engage in negotiations with the second highest-ranked firm. This process will continue as necessary with lower-ranked firms until a fair, competitive, and reasonable contract is achieved; and

WHEREAS, all work under this project will comply with HUD CDBG-MIT requirements, Executive Orders, and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), including all applicable audit and record-keeping provisions; and

RESOLUTION NO. R25-281

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the final rankings for the Request for Qualifications (RFQ) No. PWE25-009Q for Engineering Design and Environmental Review Services for the San Castle Infrastructure Mitigation Project (CDBG-MIT Funded) as recommended by the Evaluation Committee and authorize City staff to negotiate a contract with the recommended top-ranked proposer, Wade Trim Inc., in accordance with section 287.055, Florida Statutes, otherwise known as the Consultants' Competitive Negotiation Act (CCNA).

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the final rankings for the Request for Qualifications (RFQ) No. PWE25-009Q for Engineering Design and Environmental Review Services for the San Castle Infrastructure Mitigation Project (CDBG-MIT Funded) as recommended by the Evaluation Committee and authorize City staff to negotiate a contract with the recommended top-ranked proposer, Wade Trim Inc., in accordance with section 287.055, Florida Statutes, otherwise known as the Consultants' Competitive Negotiation Act (CCNA).

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-281

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Bid Number: PWE25-009

Bid Name: ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - CDBG-MIT GRANT FUNDED

Closing Date: 5/22/2025 3:00:00 PM

Number of Submissions Received: Five (5)

Number of Submissions Shortlisted per Florida Statute 287.055: 3 - Wade Trim, Inc., Keith and Associates, and Ardurra Group Inc.

Evaluation: Start Date - End Date: 6/22/2025 12:00:00 AM **-** 9/6/2025 12:00:00 AM

Consensus Meeting: 9/5/2025 12:00:00 AM

Committee Members: Richard (Rick) Hoffer, Jose C. Huertas, Carl Frumenti, Moisey Abdurakhmanov

CUMULATIVE SCORE RESULTS

Rank	Vendor	Score out of 125.00
1	Wade Trim, Inc.	110.84
2	Keith and Associates	104.29
3	Ardurra Group Inc	103.55
4	Baxter & Woodman, Inc.	82.08
5	Chen Moore and Associates	77.25

REQUEST FOR QUALIFICATIONS (RFQ)

ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - GRANT FUNDED

RFQ No. PWE25-009

PUBLISH DATE:

January 30, 2025

NON-MANDATORY PRE-QUALIFICATION CONFERENCE:

February 11, 2025 at 10:00 AM

Location:
CITY OF BOYNTON BEACH
ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

ALL QUESTIONS DUE:

February 17, 2025 by 5:00 PM

PROPOSAL DUE AND OPENING DATE:

~~**March 3, 2025 at 3:00 PM**~~
March 11, 2025 at 3:30 PM

Where to Deliver Proposal
Boynton-beach.bidsandtenders.net

Bids&tenders Online Submission Only

REQUEST FOR QUALIFICATIONS
ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - GRANT FUNDED

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The City of Boynton Beach

Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

NOTICE TO OFFERORS

REQUEST FOR QUALIFICATIONS FOR ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - GRANT FUNDED

RFQ. No. PWE25-009

Electronic Requests for Qualification (RFQs) shall be received by the e-procurement system up ~~until~~ **~~March 3, 2025~~;March 11, 2025 No Later Than 3:00 P.M. (Local Time);** unless specified otherwise and may not be withdrawn within ONE HUNDRED TWENTY DAYS (120) days after such date and time.

All RFQs received will be publicly opened and acknowledged of receipt by the City's e-procurement system electronically. The e-procurement system does not permit RFQs received after the assigned date and time. For the above reasons, it is recommended that the Offeror(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

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:

The City of Boynton Beach is seeking qualification packages to secure the services of a qualified and experienced Consultant to Design, Engineer, and Perform Management and Administrative Services for the roadway, drainage, and Utility improvements of the San Castle Neighborhood Project, as well as to perform a Level 2 Environmental Review.

The Consultant will provide the Engineering Design and complete the Environmental Review process for this San Castle Project in accordance with the Community Development Block Grant funds from the Florida Department of Commerce (FCOM) [Florida Commerce, F.K.A. Florida Department of Economic Opportunity (FDEO)] grant to upgrade drainage, Utilities, and Roadway Improvements for the neighborhood known as "San Castle". The San Castle Neighborhood is located in the area north of NE 26th Avenue, West of Grove Road/Orchid Road, South of Mentone Road, and East of N. Seacrest Boulevard.

The Offeror(s) shall act as an independent Consultant and not as an employee of the City.

Questions related to the RFQ are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific Solicitation.

PRE-QUALIFICATION CONFERENCE:

A **NON-MANDATORY** Pre-Qualification Conference is scheduled for **February 11, 2025**, at 10:00 A.M. to be held at City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435.

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed project, answer questions on the solicitation document, review the qualifications requested, provide instructions for submitting qualification packages, and discuss other relevant issues.

In the event that any discussions or questions at the pre-qualification meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation or any other document, the City will issue an addendum to this Request for Proposals, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-proposal meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-proposal meeting should be submitted in writing through the City's e-procurement system by the deadline for questions.

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 the 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 Offeror or its agent shall directly or indirectly communicate with any member of the 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 Offeror. Further, any contract that violates 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 thirty (30) days after the opening of the Proposals/Bids unless the City announces intent to award sooner. 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.

CITY OF BOYNTON BEACH

ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - GRANT FUNDED

SECTION I – INSTRUCTION TO OFFERORS – SUBMISSION REQUIREMENTS

PROCUREMENT DIVISION

Our Mission Statement: ***We are unwavering in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.***

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Our Purpose: **The City of Boynton Beach's procurement division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.**

Key Goals: *As guardians of the public trust, our procurement division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.

Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

1.0 DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening Solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Consultant covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"Application for Payment"
The form acceptable to the Contract Administrator is used by the Consultant during the work in requesting progress or final payments and is accompanied by such supporting documentation as is required by the Contract Documents.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"
The contract documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

"Consultant "
The individual or firm who successfully receives the award for work to be completed as defined by this solicitation. Also referred to as Successful Offeror.

"Defective"
An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

"Contract Manager"
The City's authorized Contract representative.

"Effective Date of the Agreement"
The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Evaluation/Selection Committee"
City Staff and /or outside consultants or subject matter experts who are assigned to evaluate the submitted proposals.

"End User (EU)"
An internal member of the city staff has requested a procurement service. Also known as a Stakeholder (SH)

"Qualification Package"
Submission from the Offeror or Firm for this request for qualification.

"Interested parties"
Firms or offerors interested in the solicitation plan to eventually create and submit a qualification package.

"Notice to Proceed (NTP)"
A written notice given by the City to the Consultant fixing the date on which the Contract Time will commence to run and on which the Consultant shall start to perform the Consultant's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.

"Online e-procurement system" or "e-procurement system"
The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"
The Procurement Division - Department of Finance of the City of Boynton Beach.

"Offeror/Offeror/Responder"
Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.

"Request for Qualifications (RFQ)"
Is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications such as expertise, skills, experience, and other project-specific factors. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act, (CCNA) FS Chapter 287.055. Pricing is not submitted as a part of this evaluation process for submitted qualification proposals..

"Sub-Consultant"
Any person, firm, entity, or organization, other than the employees of the Consultant, who contracts with the Consultant 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 Consultant.

"Responsible Offeror or Firm"
This means a person or firm capable of fully performing the requirements in the RFQ and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Offeror or Firm"
This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFQ.

"Written Amendment"
A written amendment of the Contract Documents, signed by the CITY and the Consultant on or after the Agreement's Effective Date typically deals with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

Work Order, Project, Services, or Program"
All matters that will be required to be done by the Consultant in accordance with the Scope of Work, Terms and Conditions, and Special Provisions of this RFQ.

The following instructions are given to guide Offerors in inadequately preparing their responses. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1.1 DEPARTMENTS WITHIN THE CITY OF BOYNTON BEACH

Anytime the City releases a new solicitation, it will contain a prefix of one of the following types:

AC = Arts and Culture
BD = Building Department
CC = City Clerk
CW = Citywide
CS = Community Standards
DS = Development Services
FIN = Financial Services
FR = Fire Rescue
GO = Golf
HR = Human Resources
LIB = Library
PLDEV = Planning and Development
PUBA = Public Affairs
PW = Public Works
PWE = Public Works Engineering
PD = Police Department
RP = Recreations and Parks
UTL = Utilities

This prefix will denote the department responsible for initiating the solicitation request.

1.2 TYPES OF SOLICITATIONS PROVIDED BY THE CITY

Anytime the City releases a new solicitation, it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)
R = Request for Proposal (RFP)
L = Letter of Interest (LOI)
Q = Request for Qualifications (RFQ)

This suffix will determine what type of solicitation the City will be procuring.

The City reserves the right to add any additional solicitation types at any time.

1.3 PROCUREMENT DEFINITION FOR SOLICITATION

A **Request for Qualification (RFQ)** is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications such as expertise, skills, experience, and other project-specific factors. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act (CCNA) FS Chapter 287.055.

Pricing is not submitted as a part of this evaluation process for submitted qualification proposals.

Fair and reasonable fees are negotiated with the top-ranked firm for an agreed-upon scope of services.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in SECTION IV – EVALUATION OF QUALIFICATION PACKAGES.

1.4 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders)

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.
B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.
C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.
D. Offerors are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

E. For the above reasons, sufficient time is recommended to complete your RFQ Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.

F. Offerors 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.

G. The e-procurement system will send a confirmation email to the Offeror advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.5 EXAMINATION OF CONTRACT DOCUMENTS

A. Before submitting a Qualification Package, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Qualification Package Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Qualification Package Documents.

B. The Offeror, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.6 ELIGIBILITY OF OFFEROR

To be eligible to respond to participate in this RFQ, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services similar magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES) of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach or can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.7 QUALIFICATIONS OF OFFERORS

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

B. The City plans to review this RFQ in accordance with Florida Statute 287.055 and any CCNA requirements.

C. Awards will be based on past performance and quality of work in addition to the Consultant's RFQ response.

D. If selected for a contract, all Consultants must perform to the satisfaction of the City before being considered for award of additional contracts.

E. Consultants whose performance is unsatisfactory shall be subject to debarment or suspension.

1.8 PRE-QUALIFICATION CONFERENCE

The city may hold a pre-qualification conference for this project. The information regarding such a meeting will be noted on the 1st page of this document.

1.9 QUESTIONS AND ADDENDA ON THIS SOLICITATION

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 Offerors through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Offeror to have received ALL addenda issued.

Offerors should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Offeror submits their proposal before the BID closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Offeror can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Offeror is solely responsible for creating any required adjustments to their Bid/Proposal, acknowledging the addenda, and ensuring the re-submitted Bid/Proposal is RECEIVED by the e-procurement System no later than the stated Bid/Proposal closing time and date.
B. The Offeror is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. Any and all responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of a written addenda, which, if issued, will be posted through bids and tenders.
D. No verbal interpretations may be relied upon.
E. Failure of any Offeror to receive any such addenda or interpretation shall not relieve any Offeror from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.
F. Offeror shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addenda and any applicable attachment.
G. It is the Offeror's responsibility to have received all issued addenda. Offerors should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the BID closing time and date in the event additional addenda are issued.
H. Interested parties may preview the solicitation documents with a Preview Watermark before registering for the opportunity. Documents are not provided in any other manner.
I. If any interested parties have received this RFQ packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.
J. No negotiations, decisions, or actions shall be initiated by the Offeror as a result of any discussions with a City employee.
K. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from Offerors submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.
L. Late Submittal Responses are not permitted by the e-procurement system.
M. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Offeror has obtained this Solicitation from a third party, the responsibility is on the Offeror to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.
N. All expenses for making SUBMITTAL responses to the City are to be borne by the Offeror.

1.10 MISTAKES WITHIN RFQ

Offerors are cautioned to examine all terms, conditions, specifications, Scope of Work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the Offeror to any relief from the conditions imposed in the contract and may lead to the rejection of a proposal.

1.11 SUBMISSION OF THE PROPOSAL

A. The City's e-procurement solicitation system shall receive ELECTRONIC BID SUBMISSIONS ONLY.
B. **Hardcopy submissions are not permitted.**

C. Electronic Request for Qualifications/Request for Proposals/Invitation to Bid Proposals for this solicitation shall be received by the City's e-procurement system no later than the time outlined on page #1 of this solicitation.

D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Offeror to have their Request for Qualifications/Request for Proposals/Invitation to Bid submittal submitted online.

E. All qualification packages shall be submitted in English.

1.12 RFQ FORMS

A. The Offeror will submit a response to the solicitation (RFQ) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.

B. The Offeror must state the price and the time of delivery for which they propose to deliver the equipment or service requested.

C. The Offeror must be licensed to do business as an individual, partnership, or corporation in the State of Florida.

D. All qualification package forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.

E. All qualification package submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

F. THE FOLLOWING FILLABLE DIGITAL FORMS HAVE BEEN CREATED AND MUST BE SUBMITTED / ACKNOWLEDGED WITH EACH BID:

i Certification
ii Vendor Drug-Free Workplace
iii Qualification Statement
iv References
v Scrutinized Companies List
vi E-Verify Compliance
vii Sub-Consultant Form
viii Firm's Primary Ownership

G. FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION

i Document Upload 1: Complete Qualification Package as described in SECTION III – Detailed Qualification Package
ii Document Upload 2: Non-Collusive Affidavit & Acknowledgement
iii Document Upload 3: Scrutinized Companies Affidavit
iv Document Upload 4: Foreign Entity Ownership Affidavit
v Document Upload 5: Anti-Human Trafficking Affidavit
vi Document Upload 6: Proof of State Certified or County Competency
vii Document Upload 7: Certificate of Insurance – Proof of Requirements
viii Document Upload 8: Internal Revenue Service Form W-9
ix Document Upload 9: Anti Kick Back Affidavit
x Document Upload 10: EXHIBITS A to F - Federal Grant Provision - Notarization Required

1.13 EXECUTION OF SOLICITATION DOCUMENTS

Proposal submissions to this solicitation must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

1.14 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's

evaluation committee, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.15 REJECTION OF PROPOSALS

A. The City reserves the right to reject any proposal if the evidence submitted by the Offeror, or if the investigation of such Offeror, fails to satisfy the City that such Offeror is appropriately qualified to carry out the obligations and to complete the work contemplated.

B. Any or all proposals will be rejected if there is reason to believe that collusion exists among Offerors. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind.

C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.16 WITHDRAW OF PROPOSALS

Any responder may, without prejudice to themself, withdraw his response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.17 NO SUBMITTAL

A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.18 SOLICITATION DEADLINE

The Offeror is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.19 RIGHTS OF THE CITY

The City reserves the right to the following:

A. Reject any or all proposals.

B. Reject or cancel any or all RFP, RFQ, or BID during the procurement process.

C. Reissue a solicitation, including a Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bid (ITB).

D. Extend the RFP, RFQ, or BID deadline time and date.

E. Procure any item by other means.

F. Increase or decrease the quantity specified in the Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bid (ITB).

G. Consider and accept an alternate RFP/RFQ/ITB as provided herein when most advantageous to the City.

H. Waive any defect, irregularity, or informality in any RFQ procedure.

I. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Offeror(s) representing the most advantageous submission to the City.

J. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Offeror's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements/contracts with the City or other government entities.

1.20 PROTEST PROCEDURE

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing and addressed to the Purchasing Director via hand delivery or mail, along with a protest cash bond in an amount equal to 5% of the bid or $5,000, whichever is less.

The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to an Invitation to Bid, Request for Proposal, or Request for Qualifications, it must be received before the bid submittal deadline date.

B. if the protest relates to any other matter relating to the bid, including, but not limited to, the award of an agreement/contract, the protest must be received no later than **THREE (3)** regular business days after the date of notification of intent to award by a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.21 MINIMUM STANDARDS REQUIRED BY THE CITY

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Offeror has the following:

A. 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 agreement/contractual requirements.
B. A satisfactory record of performance.
C. A satisfactory record of integrity.
D. Qualified legally to Agreement/contract within the State of Florida and the City of Boynton Beach.
E. Supplied all necessary information in connection with the inquiry concerning responsibility.

1.22 DISQUALIFICATION OF OFFEROR

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 collusion exists between Offerors.

Automatic disqualifiers are as follows:

A. Not being licensed to perform the required work by the Consultant.
B. Not being eligible to submit a proposal due to violations listed under "Public Entity Crimes."

1.23 INFORMATION AND DESCRIPTIVE LITERATURE

The Offeror must furnish all information requested in the spaces provided on the proposal submission form. Further, as may be specified elsewhere, each Offeror may need to submit cuts, sketches, descriptive literature, and technical specifications covering the products offered for proposal evaluation. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

1.24 INTERPRETATIONS

To ensure fair consideration for all Offerors, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Offeror should be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Offeror shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the "Submit a Question" button for this Bid, no later than ten (10) days prior to the solicitation deadline.

1.25 CERTIFICATIONS, LICENSE, AND PERMITS

A. Unless otherwise directed by the City, the Offeror should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Offeror.

B. If applicable, the Offeror shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the agreement/contractual service at no additional cost to the City.

C. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the Consultant to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City.

D. It is the responsibility of the Offeror to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the contract, inclusive of any renewals.

E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

F. Failure to meet this requirement shall be considered a default of the contract

1.26 SUB-CONSULTING

A. If a Offeror utilizes sub-consultants for any portion of a Contract for any reason, the Offeror should state the name and address of the sub-consultant and the name of the person to be contacted on the online form within the e-procurement system under “Schedule of Sub-consultant.”

B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-consultant is named and to make the award to the Consultant, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

C. The City also reserves the right to reject a submission of any Offeror if the solicitation names a sub-consultant who has previously failed to perform an award properly or failed to deliver on-time Contracts of a similar nature or who cannot perform correctly under this award.

D . The City reserves the right to inspect all facilities of any sub-consultant to determine the foregoing.

E. The sub-consultant will be equally responsible for meeting all requirements specified in this Request for Qualifications (RFQ).

F. Offerors are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.27 ESCALATOR CLAUSE

Any proposal that is submitted subject to an escalator clause will be rejected.

1.28 EXCEPTIONS BY OFFEROR

Incorporation in a proposal of exceptions to any portion(s), of the Contract documents may invalidate the proposal. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked “**EXCEPTIONS TO THE SPECIFICATIONS,**” which shall be attached to the proposal.

The use of the Offeror’s standard forms or the inclusion of the manufacturer’s printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

1.29 TRADE SECRET

Any language contained in the Offeror’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 Offeror submits any documents or other information to the City that the Offeror claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Offeror shall clearly designate that it is a Trade Secret

and that it is asserting that the document or information is exempt. The Offeror 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 Offeror's proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Offeror 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.

1.30 ANTI-KICKBACK AFFIDAVIT

Each Offeror shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

1.31 CONFLICT OF INTEREST / GIFT POLICY

The Offeror represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Offerors shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a Offeror considered for a City contract.

In addition, the Offeror shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the Offeror.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Offeror shall not have activities or relationships (a) causing the Offeror to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Offeror's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.32 GIFT POLICY

No Offeror who is a party to, or receives a benefit from, this agreement/contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Offeror who is a party to, or receives a benefit from, this agreement/contract.

1.33 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 Offeror shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.34 AWARD OF CONTRACT:

A. Contracts or purchase orders will be awarded by the City to the most qualified, responsive, responsible Offeror whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Offeror, damages, if any, resulting from an award shall be limited to actual bid or proposal preparation costs incurred by the challenging Offeror.

D. In no case will the award be made until all necessary investigations have been made into the Offeror's responsibility and the City is satisfied that the most qualified, responsive, responsible Offeror is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the time specified.

1.35 SIGNING OF CONTRACT:

An Award Letter will be presented to the Consultant. Within ten (10) calendar days after the award letter is issued, the Consultant should sign and deliver the Contract to the city with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Contract would be executed within thirty (30) calendar days. The City intends to deliver a fully signed and executed Contract to the Consultant. At times, a purchase order will be issued in lieu of a contract agreement.

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ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - GRANT FUNDED

RFQ No. PWE25-009

SECTION II – SCOPE OF WORK (SERVICES) – PROJECT AGREEMENT -CONSULTANT

The City of Boynton Beach seeks to engage qualified engineering-led teams to submit qualifications for investigation, evaluation, design, and construction administration services. The Engineering Services required will consist of the environmental review, design, permitting, bidding, and construction phase services as a Consultant to the City of Boynton Beach. This project will be procured in accordance with 287.055 CCNA guidelines.

2.1 BACKGROUND

The City of Boynton Beach received Community Development Block Grant funds from the Florida Department of Commerce (FCOM) [Florida Commerce, F.K.A. Florida Department of Economic Opportunity (FDEO)] for mitigation efforts to upgrade drainage, utilities, and roadway improvements for a neighborhood known as “San Castle”.

This is an acknowledgment that any subsequent contract executed as a result of this Request for Qualifications (RFQ) may be funded, in whole or in part, through the Florida Department of Commerce, US. Department of Housing and Urban Development (HUD) Community Development Block Grant – Mitigation (CDBG-MIT) allocation as described in Public Law 115-123, or other Federal agencies.

The Offeror shall perform all work in compliance with all applicable federal laws, regulations, executive orders, HUD CDBG-MIT grant policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to HUD for all work accomplished.

The San Castle project area is located East of I-95, South of Hypoluxo Road. The Federally-funded project consists of performing critical upgrades to the neighborhood’s infrastructure to benefit an underserved population by giving them the ability to move freely in and out of the neighborhood, having a reliable source of drinking water, and knowing that stormwater will properly drain following a major rain event. The purpose of this work is to implement mitigation activities to increase resilience to disasters; reduce or eliminate the long-term risk of loss of life; injury; damage to and loss of property; suffering; hardship in Housing and Urban Development (HUD) designated Most Impacted and Distressed Areas (MID), and to ensure the safety and quality of life for the Low-to-Moderate Income community throughout regular day-to-day activities, and severe weather events. The City of Boynton Beach is seeking an Engineering Consulting Firm (Consultant), or other legal entity to provide the Engineering Design and to complete the Environmental Review process for this project. The awarded Consultant/Vendor shall exercise creativity and due diligence to complete the project in accordance with the City’s General Standards; and the requirements and deadlines of the Grant Agencies.

2.2 SCOPE OF SERVICES / GOAL

In order to ensure objective Consultant performance and eliminate unfair competitive advantage, consultants that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements.

The purpose of this Request for Qualification (RFQ) is to secure the services of a qualified Consultant/Vendor. The awarded Consultant/Vendor will be responsible for the completion of all aspects of the Scope of Services/Work, Design, and Environmental Review items, including but not limited to the following:

- Level 2 Environmental Review
- Stormwater modeling to determine drainage improvements.
- Set of Engineering plans (Paving, Grading, Drainage Plans, Water & Sewer Plans, Pavement Marking & Signage Plans, Erosion Control/Stormwater Pollution Prevention Plan, [PGD, WS, PMS, EC/SWPPP], and applicable detail sheets), at 30%, 60%, 90%, and 100% documents (PDF and CAD)
  - Drainage, utilities, and roadway improvements.
- Kick-off meetings, site visits, and attendance at up to three public meetings and preparations of multi-color display foam boards illustrating the design features of the project.
- Statement of Probable Construction Cost.
- Survey(s) and Geotechnical services (borings)
  - Survey to include all existing facilities and utilities (perform Subsurface Utility Engineering (SUE) within the project limits.
  - Identify platted rights-of-way, lot numbers, house addresses, ownership lines, block numbers, and dedicated easements, location of visible fixed improvements (including physical objects, roadway pavement, railway tracks, canals, curbs, trees, signs, fences, power poles, buildings, and other encumbrances), location of all known above and below ground existing utilities (FPL, Bellsouth, cable TV, natural gas, water, fire hydrants, meters, reclaimed water, force mains, sanitary sewer, storm, and all other accessible structures, including rim and invert elevations).
- The project shall be designed to meet all applicable code requirements and applicable City Standards, and any other applicable regulating agency.
- Permitting Assistance
  - Complete per applications and submit along with drawings for permit review and approval, respond to all applicable permitting agencies' comments, and revisions to documents as necessary.
- Project Schedule
- Bidding assistance
  - Provide bidding package (signed/sealed drawings and specifications, for distribution to prospective bidders.
- As-builts drawings, after the construction of the project has been completed.
- Construction Engineering Inspection

The City has submitted the Environmental Review Exemption Certification and received an Exempt Activities approval. The next step will be to submit the Level 2 Environmental Review itself, to be reviewed either under Categorically Excluded Subject to [58.35(a)] (CEST) or Environmental Assessment [58.36] (EA), which the City requests the Consultant to complete. The Consultant will coordinate with the FCOM Environmental Review team and respond to any requests for information (RFI) or requests for additional information (RAI) as part of the process. The Offeror shall include all sub-consultants and services deemed necessary to complete the Environmental Review.

The Community Development Block Grant funds from the Florida Department of Commerce (FCOM) [Florida Commerce, F.K.A. Florida Department of Economic Opportunity (FDEO)] Executed Grant Agreement is provided for reference as Exhibit A-1. The Exempt /CENST Activities Review Form that was submitted has been included for reference, along with the Letter from FCOM confirming the Exemption Approval as Exhibit A-2.

2.3 TERM OF PROJECT SCHEDULE/TIMELINE

The City intends to award a contract for a thirty-six (36) month term based upon the stipulations of the Grant Award or when funding is made available. The executed contract will include an option to automatically extend no more than (180) calendar days to complete the project by mutual agreement and by filing a written notice signed by the vendor to the City's Purchasing Department

without further City Commission action. At no time shall this extended transitional period extend more than (180) calendar days beyond the expiration date of the existing Contract. This extension is contingent upon satisfactory performance and determination that it's in the best interest of the City.

2.4 SERVICES TO BE PERFORMED:

A Task Order, Purchase Order and a detailed statement of work and project schedule shall be issued by the City based upon the stipulations of the Grant Award or when funding is made available. The (San Castle) Project Manager 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 will be based on the price proposal included in the contract at the time of contract execution. Payment in all cases will be subject to the completion of designated project milestones, the successful completion of tasks, and City's acceptance of deliverables.

No work is authorized until such time as an executed Contract is fully executed by all Parties and the issuance of a Purchase Order. Any work provided under a revision, amendment, or change order to the purchase order is not authorized until the amendment is fully executed by all Parties.

Throughout the project duration, the City's Project Manager will conduct performance evaluations that will be documented and shared with the chosen Engineering/Environmental firm. The City will keep a record of the project performance of this firm, which will play a significant role in the consideration for future contracts.

2.5 LICENSES AND CERTIFICATIONS

To be eligible for award of this contract, all Design Engineering firms must submit and possess at time of RFQ closing, all applicable state and/or county license(s) as may be required to perform the scope as determined by state and/or county licensing agency. This is the design of a pump station and pump house.

State: **Florida Board of Professional Engineers (FBPE):** Certificate Authorized under the provision of Section 471.023 Florida Business Statues, to offer engineering services to the public through a Professional Engineer duly licensed under Chapter 471, Florida Statues.

The occupational license must be in effect as required by Florida Statute §205.065.

2.6 EXISTING CONDITIONS

The Offeror(s) shall be responsible for verifying existing conditions, including researching all existing city records and other information.

2.7 BUDGET FOR PROJECT:

The City of Boynton Beach's budget for this project is **$19,765,302.00.**

2.8 AWARD of RFQ/SELECTION PROCESS:

Selection of the Consultant/Vendor(s) shall be a qualification-based selection in accordance with Florida Statutes §287.055, "Consultants Competitive Negotiation Act". The scoring criteria included in **SECTION IV** herein will be used in the evaluation and ranking of the Proposal based on the response within this RFQ by the Evaluation/Selection Committee.

2.9 RESPONSIBILITIES OF CONSULTANT:

Any firms submitting a qualification package for this RFQ shall understand that this project is funded through a Federal CDBG-MIT grant. The Engineering/Design Team shall be responsible for verification of existing conditions, including research of all existing CITY records and other information.

The Engineering Team shall have the responsibility of maintaining regular communication with City's Project Manager to keep him fully appraised of Project developments, for correspondence, assigned tasks, and other matters that transpire on the site. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Change Order Requests, Change Orders, and the like. All supporting data, including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, and the like, will be submitted in digital format.

2.8 PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(5) "Competitive Negotiation":

A. The City's Administrative Staff shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable. In making such a determination, the City's Administrative Staff shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a- fixed-fee professional service contract **over $195,000** *(the threshold amount provided in s. 287.017 for CATEGORY FOUR)*, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

B. Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City's Administrative Staff must terminate negotiations. The City's Administrative Staff shall then undertake negotiations with the third most qualified firm.

C. Should the City's Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City's Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

2.9 GENERAL

The Consultant(s) shall furnish all tools, materials, equipment, sub-consultants, labor, supervision, etc., as necessary for the Offeror to maintain and complete the assigned as outlined in the agreed-upon scope of work/services provided within this Request for Proposals. All mileage and travel time to and from the job site is not reimbursable. The City reserves the right to negotiate the contract's final terms, conditions, and pricing structure as may be in the City's best interest.

2.10 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.

ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - GRANT FUNDED

RFQ No. PWE25-009

SECTION III – SUBMISSION OF QUALIFICATION PACKAGE

3.1 GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this REQUEST FOR QUALIFICATIONS (RFQ). As such, the substance of the Firms Qualification Package will carry more weight than its length, form, or manner of presentation.

The Technical Proposal should demonstrate the qualifications of the Offeror and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the RFQ requirements.

The selected Consultant(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ expeditiously and economically, consistent with the city's needs. Additionally, the consultant will be required to demonstrate recent experience successfully completing services similar to those specified in this RFQ.

3.2 CERTIFICATION AND LICENSES

Offerors must include copies of all applicable certificates and licensing, or business permits related to the Work specified herein with their proposals.

3.3 DETAILED QUALIFICATION PACKAGE

Prospective Offerors interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged. Each of the NINE (9) sections listed below shall be completed online through the e-procurement system and uploaded into DOCUMENT 1..

THE QUALIFICATION PACKAGE IS TO BE COMPLETED ONLINE

1. Letter of Interest

The Letter of Interest shall summarize the Offeror's primary qualifications and a firm commitment to provide the proposed services. The Letter of Interest shall be signed by the Offeror or person authorized to bind the Offeror to the submitted RFQ.

2. Standard Form 330 (Parts I and II) – Firms Qualifications

The Standard Form 330 Architect/Engineer Qualifications for previous projects must be included as part of the RFQ response. Firms shall complete both Part I and II of the Standard Form 330 for projects completed within the past ten (10) years so that the City can obtain adequate information for this RFQ.

3. Certified Minority Business Enterprise

Please identify if you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.

If the Prime Consultant meets this definition, they will receive 10 points with a 5% weight. Any sub-consultants used by the Prime Consultant to meet this definition will allow the prime consultant to receive 5 points with a 5% weight as described in SECTION IV—

EVALUATION OF QUALIFICATION PACKAGE. The firm shall receive no more than 10 points with a 5% weight for this criteria.

~~The Prime Consultant will receive 10 points meeting this definition, and any sub-consultants will receive 5 points utilizing the weights described in SECTION IV – EVALUATION OF QUALIFICATION PACKAGE if this requirement is met.~~

Note: Pursuant to the Consultants' Competitive Negotiation Act ("CCNA"), a certified minority business enterprise is defined in accordance with the Florida Small and Minority Business Assistance Act. Pursuant to the Florida Small and Minority Business Assistance Act, a certified minority business enterprise is an entity that has been certified by the Florida Department of Management Services, Office of Supplier Diversity ("OSD"). If you are a Certified Minority Business Enterprise, please provide proof of your certification by the Florida Department of Management Services, Office of Supplier Diversity ("OSD")

4. Offeror's Qualifications

a. Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from prime and supporting firms.
b. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
c. Please clearly describe all aspects of the project proposed.
d. Include details of your approach and work plans.
e. Identify any issues or concerns of significance that may be appropriate.
f. Identify any sub-consultants you propose to utilize to supplement your Firm's staff.
g. If the Principal Place of Business is different from the location specified in the Offeror's Qualification Statement, then the Offeror shall specify the office location where each project will be managed and produced.

5. Willingness to meet budget and timeline requirements:

Please advise if your firm is willing to meet the following time and budget requirements.

a. **Budget:** The Budget for this project is as follows:
   i $19,765,302.00
b. **Funding Sources:**
   i $3,265,302 – City Fund
   ii $16,500.00 - Federal Department of Economic Opportunity (CDBG-MIT)

Please note that during this portion of the process, the City is NOT asking for the firms to submit pricing. After the evaluation committee has selected the firms in order of preference, the City shall negotiate a contract with the most qualified firm for professional services at compensation, which the agency determines is fair, competitive, and reasonable. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the next most qualified firm.

2. **PROJECT DESCRIPTION:** The City of Boynton Beach has been awarded Sixteen Million Five Hundred Thousand Dollars and Zero Cents ($16,500,000.00) in CDBG-MIT (Community Development Block Grant- Mitigation) funding for mitigation efforts to upgrade drainage, utilities, and roadway improvements in a neighborhood known as "San Castle." San Castle is located east of I-95, south of Hypoluxo Road. CDBG-MIT GIP grant program will result in the provision of critical upgrades to the infrastructure for an underserved population by giving them the ability to move freely in and out of the neighborhood, having a reliable source of drinking water, and knowing that stormwater will properly drain following a major rain event will improve the quality of life of these residents. The area selected for the improvements under the grant is made up of two Block Groups as defined by the U.S. Department of Housing and Urban Development (HUD). Together, these Block Groups exceed 74% LMI, demonstrating that this is an underserved community. The City of Boynton Beach is leveraging $3,265,302.00 with the total project costing $19,765,302.00.

6. Location

Please provide the address and the primary location on where work will be performed by your firm for this project. If services will be performed by different offices (such as a joint venture) provide a location for each firm.

7. Financial Information

a. Financial Stability: The Firm shall demonstrate financial stability. Firm shall provide a statement of its financial stability, including information as to current or prior bankruptcy proceedings. Qualification Packages shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a balance sheet, an income statement, and a statement of cash flows.

b. Financial Statement: The Firm shall include a copy of its latest audited financial statements. If the Firm is a corporation, it shall submit a copy of the corporation's latest audited financial statements. In the event the Firm does not have audited financial statements, it may substitute non-audited financial statements and complete federal tax returns for the last two (2) years.

8. Current and Projected Workload of the Offeror (by office local, if applicable)

a. Provide quantitative data that clearly indicates the ability of the Offeror to devote the necessary time and resources to successfully complete the service and projects promptly. Current and projected workload data shall be provided for each key project member as follows:

- i Current project work listing and remaining labor commitments.
- ii Historically, describe the typical number of projects handled by the Offeror's key project managers at any given time.
- iii Projected workload of project management activities as defined in the scope of services.
- iv Identify any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work.

9. References – Past Performance

Provide at least three (3) reference projects of a similar size, scope, and complexity that have been completed by your firm within the last ten (10) years, which demonstrate the experience of the firm and the key members that will be assigned to provide the services as required by this Project.

A project "similar in scope" is defined as a project that includes some or all of the following components: design of a new stormwater conveyance system, stormwater pump station, force mains, road restoration, and other related restoration work.

A project "similar in size" is defined as a project completed under the Design-Bid-Build method, which was at least $10,000,000 in cost (design and construction).

For each reference project, provide the following information:

a. Client Name/Owner's Representative name, address, phone number, and email address.
b. Name and location of the project. Description of the Scope of Work.
c. Role your company provided.
d. Date project was completed or is anticipated to be completed.
e. Saving is achieved through value engineering or other innovative design approaches.
f. The total amount of approved Change Orders.
g. Present status of the project.

The City is interested in learning about 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** 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.

10. Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, and notarized when required and submitted. In addition, all other requests and supporting documentation should be included.

See SECTION I – INSTRUCTIONS TO OFFERORS -1.12 RFQ FORMS.

In addition to the standard required forms. The Offeror shall complete the following for this federally funded grant project.

EXHIBITS A to F - Federal Grant Provision - Notarization Required

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RFQ No. PWE25-009

ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - GRANT FUNDED

SECTION IV – EVALUATION OF QUALIFICATION PACKAGE

4.1 EVALUATION METHOD AND CRITERIA

A preliminary evaluation of each Proposal will be conducted by the City's Purchasing Division through the City's electronic e-procurement bidding system Boynton-beach.bidsandtenders.net.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The City will assemble an Evaluation Committee or (EC), comprised of City staff and, if applicable, outside consultant(s). The Evaluation Committee may utilize the City's e-procurement system to electronically evaluate all submittals based on the information provided and criteria as set forth in this solicitation. The City's Evaluation Committee will act in what they consider to be the best interest of the City and its residents. Price shall not be the sole determining factor for selection.

The selection of the most qualified Respondent(s) will be based on their responsibility and responsiveness, meaning the firm must submit a proposal that fully conforms to the material requirements outlined in this RFQ. The weighted criteria provided below are intended to guide the Offeror in prioritizing their time and efforts during the submission process. These criteria serve as the evaluation framework used by the Evaluation Committee during both the scoring and, if applicable, the shortlisting process.

The City shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the City be applicable to its particular requirements.

#	Evaluation Criteria	Point Rating Range	Weight
N/A	Compliance with Request for Qualification Requirements (Responsiveness)	(Mandatory)	
1	**Adequacy of Personal** -Firms Qualifications, Qualifications of Project Manager Team/Individual (key contract members), and Availability of Specialty Resources	0 – 10	40%
2	**Experience** - Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work	0 – 10	30%
3	**Past Record** - References of Past Performance	0 – 10	10%
4	**Overall Competency –** Willingness to meet time and budget, current and projected workloads, and location	0 – 10	15%
5	**Certified Minority Business Enterprise (Prime 10 points or Subs -5 points of the 5%) MUST ATTACH CERTIFICATE**	0 or 5 or 10	5%
TOTAL POINTS		0 – 50	100%
6*	**Interviews and Presentations**	0 – 100	25%

***** Criteria 6 will be reviewed separately from the standard evaluation process, if applicable, allowing the Offeror the opportunity to earn additional points

4.2 QUALITATIVE GUIDELINES FOR ASSIGNING AWARD POINTS TO EVALUATION CRITERIA:

Each Evaluation Committee Member shall award a rating of 1 to 10 for each category based upon each member's assessment of the Offeror's response to the criteria.

The following qualitative guidelines:

- **10 – Outstanding Response:** Highly comprehensive, excellent reply that meets all the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFQ category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the Offeror's authoritative knowledge and understanding of the project.

- **9-8 Excellent Response:** Provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFQ. The Offeror provides insight into experience, knowledge, and understanding of the subject.

- **7-6 Good Response:** Meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above-average performance with no apparent deficiencies.

- **5-4 Fair Response:** Meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth.

- **3-1 Inadequate Response:** Minimally meets the requirements for the Evaluation Criteria as set forth in the

- **0-Failed Response/ No Response (no points awarded): Does not** meet the requirements for the Evaluation Criteria set forth in the RFQ.

4.3 CITY'S RIGHT TO USE BEST-VALUE RANKING:

The Evaluation Committee also retains the discretion to employ a ranking system as an alternative to the weighted criteria. Upon request, the committee may rank the responses from 1st place, 2nd place 3rd place etc., based on the total number of submissions under review.

4.4 ADDITIONAL CLARIFICATION:

The Evaluation Committee also retains the discretion to request additional information from any firms who submit proposal packages during the evaluation process. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions.

4.5 SELECTION PROCESS:

A. An Evaluation Committee consisting of the City's staff members, and may include outside consultants as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFQ.

B. This weighted criterion is the evaluation framework the EC uses during the shortlist and scoring process.

C. The Evaluation Committee review of proposals meeting will be scheduled and publicly noticed and is open to anyone who wants to attend. All EC member's scores may be electronically opened and read aloud for discussion among the Evaluation Committee members.

D. The Evaluation Committee may, at its sole discretion, request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

E. The Evaluation Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will utilize the presentation points outlined above.

F. After the final ranking is completed, the Evaluation Committee will make a motion for a recommendation for an award, which will be submitted to the City Commission for approval.

G. After approval by the City Commission, the City Representative authorized to execute contracts will execute an Agreement(s) based on the attached draft contract developed from this Request for Qualifications (RFQ).

H. The City reserves the right to include additional provisions if the inclusion is in the City's best interest, as determined solely by the City.

I. The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E-S services and the selection of at least three (3) of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires negotiating a contract at a fair and reasonable price, starting first with the most highly qualified firm.

J. CONTACT WITH ANY PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE PROCUREMENT REPRESENTATIVE DURING THE SOLICITATION, EVALUATION, AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

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ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - GRANT FUNDED

RFQ No. PWE25-009

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting agreement/contract. The term "vendor," as used below, may collectively apply to vendors, bidders, Offerors, consultants, contractors, subcontractors, and sub-consultants.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFQ, Offerors shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Offerors must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Offeror shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Offeror shall not collude, conspire, connive, or agree, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the proposal submission form or of any other Offeror, or to fix any overhead profit, or cost elements of the proposal price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Offeror, or any person interested in the proposed work. The Offeror certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Offerors are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Boynton Beach.

5.4 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices bid/proposal in this solicitation.

If additional quantities are not acceptable, the bid sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 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.

5.7 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 Offeror will in no way be a cause for relief from responsibility.

5.8 ON PUBLIC ENTITY CRIMES

All Request for Proposals, Request for Qualifications, Invitations to Bid 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, vendor, 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".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must

appear on all invoices, packing slips, and all correspondence concerning the order.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Offeror certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Offeror further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Offeror.

Offeror certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Offeror and, if awarded Consultant, 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 agreement/contracts resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement/contract justifying its termination.

5.13 OTHER AGENCIES

All Consultant(s) awarded contracts resulting from this RFQ and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Offeror(s).

5.14 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting agreement/contract will be held in Palm Beach County and shall be interpreted according to the laws of Florida.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

A. The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

B. During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

C. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

D. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

E. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

F. The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

G. The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

5.16 INDEPENDENT CONSULTANT RELATIONSHIP:

The Offeror and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting agreement/contract, an independent Consultant and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to the agreement/contract shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent Consultant and not as employees or agents of the City.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 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 Offeror 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 the award of contract to the Offeror. 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.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Offeror for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the agreement/contract or from any other matter generated by or relating to the agreement/contract.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFQ or agreement/contract to follow with Consultant is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Offeror.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal for this solicitation, CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida agreement/contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida agreement/contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreement/contracts for goods and services falling within the scope of this solicitation and resultant agreement/contract when the specifications differ from this solicitation or resultant agreement/contract, or for goods and services specified in this solicitation when the scope

substantially differs from this solicitation or resultant agreement/contract.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Offeror shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT/CONTRACT

Offeror agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding agreement/contract is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Offeror. The Offeror certifies that the proposal has been made by an officer or employee having the authority to bind the Offeror.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Offeror in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the Offeror'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.

C. Give each employee engaged in providing the services that are under agreement/contract a copy of the statement specified in Item A above.

D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under agreement/contract, the employee will abide by the terms of the statement and will notify the Offeror of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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) calendar days after such conviction or plea.

E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Offeror represents and certifies that Offeror and all Sub-consultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Offeror represents and certifies that Offeror and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Consultant. Offerors are further notified that the City's governing body may not give preference to a Offeror based on the Offeror's social, political, or ideological interests.

5.31 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Offeror pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

5.32 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.33 PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals, Request for Qualifications, or Invitation to Bid are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFQ, RFP, or BID unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules,

graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the agreement/contract which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the agreement/contract, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Offeror believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant 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, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and

D. Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant 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. Failure of the Consultant to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting agreement/contract. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

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RFQ No. PWE25-009

ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - GRANT FUNDED

SECTION VI – SPECIAL CONDITIONS

The Consultant will be responsible for supplying the necessary labor to complete services outlined in this RFQ by the City of Boynton Beach.

The following special conditions shall apply to all Offerors and eventually to the Consultant(s) who are awarded the contract for these services.

6.1 ASSIGNMENT:

Any contract issued pursuant to this request for proposal, qualifications, or invitation to bid and the funds that may come due hereunder are not assignable except with the prior written approval of the city.

6.2 PERFORMANCE DURING EMERGENCY:

The Consultant agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, the City shall be given "first priority" for all goods and/or services under the agreement/contract.

The Consultant agrees to provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis.

The Consultant shall furnish a 24-hour phone number to the City. Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of agreement/contract and subject the Consultant to sanctions from doing further business with the City.

6.3 AGREEMENT EXTENSION

The City reserves the right to extend automatically for a period not to exceed an additional **ONE HUNDRED EIGHTY (180)** calendar days by mutual agreement and by filing a written notice signed by the Consultant to the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of the contract.

6.4 INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CITY and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in the performance of this Agreement. 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.

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.

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.

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 AGREEMENT

6.5 CHANGES IN THE WORK/CONTRACT PRICE

A. ALLOWANCE

The City may request approval from the City Commission on an allowance for this project. Any allowance requested by the City shall only be approved by the City Manager's Office or their designee

B. CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Consultant for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Consultant shall be at his expense without change in the Contract Price or Time except as approved in writing by the City Representative/Project Manager.

C. CHANGE ORDER

The Contract Price and/or Time may only be changed by a Change Order. **A fully executed change order for any extra work must exist before such extra work is begun**. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

6.6 CHANGES IN CONTRACT TIME

A. CHANGE ORDER

The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to the extension of the contract time.

B. NOTICE

Any claim for an increase or decrease in the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Consultant hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Consultant has given the notice and the supporting data required by this Paragraph.

C. BASIS FOR EXTENSION

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Consultant can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts

of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

6.7 TERMINATION

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.

A. DEFAULT AND TERMINATION FOR CAUSE:

The City may, by written notice of default to the Consultant, terminate the agreement/contract in whole or in part if the Consultant fails to satisfactorily perform any provisions of this agreement/contract, or fails to make progress so as to endanger performance under the terms and conditions of this agreement/contract, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the agreement/contract in whole or in part because of default of the Consultant, the City may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action.

If it is determined that the Consultant was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Consultant), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

B. TERMINATION FOR CONVENIENCE OF CITY

Whenever the interests of the City so require, terminate the agreement/contract, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the Consultant, specifying the portions of the agreement/contract to be terminated and when the termination is to become effective. If only portions of the agreement/contract are terminated, the Consultant has the right to withdraw, without adverse action, from the entire agreement/contract.

Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subcontracts related to the terminated work.

Consultant shall indemnify the City against loss pertaining to this termination.

C. REMEDIES:

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

D. FUNDING OUT

This result of this Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of 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.

6.8 PERFORMANCE OF CONSULTANT

The Offeror shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Firm to comply with the conditions, terms, specifications, and requirements of the RFQ shall be cause for cancellation of the RFQ award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting.

The City may, by written notice to the Responding Firm, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

6.9 INSURANCE REQUIREMENTS

If a Consultant is providing a service under this agreement/contract, then the Consultant shall, at its sole expense, always maintain in full force and effect during the life of this agreement/contract, insurance coverages, and limits (including endorsements), as required by the City.

These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this agreement/contract.

All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "**The City of Boynton Beach**". The Consultant shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of the agreement/contract.

It shall be the responsibility of the Consultant to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Consultant until such time as the items and/or work have been accepted by the City. The Consultant 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 with A.M. Best's Key Rating Guide, latest edition.

6.10 FORCE MAJEURE

The agreement/contract which is awarded to the Consultant may provide that the performance of any act by the City or Consultant thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to Consultant for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel or renegotiate the agreement/contract.

6.11 IF A WORK AUTHORIZATION OR TASK ORDER IS PERMITTED TO CONTINUE BEYOND THE TERM

Consultant shall complete each executed Work Authorization/Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement.

Any Work Authorization/Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Work Authorizations/Task Orders notwithstanding the expiration of this Agreement.

6.12 INSPECTION AND ACCEPTANCE OF WORK PRODUCED

The City has the right to review, require correction, if necessary, and accept the work produced by the Consultant. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Consultant. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Consultant.

The Consultant shall make any required corrections promptly at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

Failure by the Consultant to proceed with reasonable promptness to make necessary corrections shall be a default. If the Consultant's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

6.13 CONTINGENCY FEE

Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

6.14 TRUTH IN NEGOTIATION REPRESENTATION

Consultant's compensation under this Agreement is based upon its representations to City, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

6.15 PERFORMANCE REVIEW EVALUATION:

The awarded Consultant(s) may receive a performance evaluation by City Staff during the course of the term contract. The City's Project Manager shall complete performance evaluations at the first year of the contract or more frequent intervals as required by the Contract **and** at the time of the end of the term contract.

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 under the contract.

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 contract without the City being liable for any and all future obligations under the Contract 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 Purchase Order, provided it is in a form sufficiently

documented and organized to allow subsequent utilization in completing the work product.

The City's Project Manager shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with bringing performance back to acceptable standards. It is equally important to complete the "Consultant 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 City's Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

6.16 ANTI-HUMAN TRAFFICKING

On or before the Effective Date of the Consultant entering into an Agreement with the City, the Consultant shall provide the City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

6.17 VERIFICATION OF EMPLOYMENT ELIGIBILITY – E-VERITY

Consultant represents that Consultant, and each Sub-consultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, City may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by City due to the termination.

6.18 ENTITIES OF FOREIGN CONCERN

The provisions of this section apply only if Consultant or any Sub-Consultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in, a foreign country of concern.

On or before the Effective Date, Consultant and any Sub-consultant that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes.

Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.19 SUCCESSORS AND ASSIGNS

The City and the Consultant each bind themselves and their successors and assigns to the other party in respect to all provisions of the Contract. Neither the City nor the Consultant shall assign, sublet, convey, or transfer its interest in the Contract without the prior written consent of the other.

6.20 ENUMERATION OF PRECEDENCE OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

The Final Agreement
The Instructions to Offerors
The Scope of Work (Services)
The Special Conditions
Standard General Terms and Conditions

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SECTION IV – FEDERAL GRANT REQUIREMENTS

RFQ No. PWE25-009

ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - GRANT FUNDED

This project will be partially or fully funded through a federal grant that was awarded to the City of Boynton Beach ("City"). Therefore, Consultants must comply with all provisions listed within the grant requirements. Consultants should familiarize themselves with all regulations and requirements contained below and in 2 C.F.R. Part 200, along with Appendix II, before submitting a response.

All references to a "Non-Federal Entity" herein shall be construed to mean the City of Boynton Beach (CITY), it's officers, employees, and elected officials.

By submitting a proposal for this project, Consultant agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules, and regulations which may pertain to the Services required under the Agreement, including but not limited to the following:

Data is current as of January 27, 2025
Included herein:
Title 2 → Subtitle A → Chapter II → Part 200
Title 2: Grants and Agreements
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
200.318 (a-b) GENERAL PROCUREMENT STANDARDS
The CITY has documented procurement procedures and will conform to the procurement standards identified in §§ 200.317 through 200.327. In accordance with the requirements of this grant/s, the CITY shall maintain oversight to ensure that Consultants perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Procurement Standards
§ 200.317 Procurements by states.
When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.
§ 200.318 General procurement standards.
(a) The Non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.
(b) Non-Federal entities must maintain oversight to ensure that Consultants perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
(c)
(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors,

or anything of monetary value from Consultants or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(c) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible Consultants possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as Consultant integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, Consultant selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the Consultant exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the Consultant for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the Consultant exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the Consultant is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

(b) In order to ensure objective Consultant performance and eliminate unfair competitive advantage, Consultants that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;
(2) Requiring unnecessary experience and excessive bonding;
(3) Noncompetitive pricing practices between firms or between affiliated companies;
(4) Noncompetitive contracts to consultants that are on retainer contracts;
(5) Organizational conflicts of interest;
(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

© The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with § 200.320©.

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases -

(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) Non-Federal entity increase to the micro-purchase threshold up to $50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) Non-Federal entity increase to the micro-purchase threshold over $50,000. Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases -

(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professiona architecture whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus ’rea firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus ’rea firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation list’s;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whene'er they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
(6) Requiring the prime Consultant, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting' the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review

accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fail' to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the Consultant for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Consultant's requirements under such contract.

(c) A payment bond on the part of the Consultant for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

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Appendix II to Part 200 - Contract Provisions for Non-Federal Entity– Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. All references to a "Non-Federal Entity" herein shall be construed to mean the City Boynton Beach (CITY), it's officers, employees, and elected officials.

All Provisions shall be included and made a part of the final contract between the CITY and the CONSULTANT whether specifically included in the final contract document or referenced within the contract document, in which case these provisions shall be included as a part of the Agreement as if specifically enumerated therein.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the CITY under the Federal award must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Consultants must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Consultants and Sub-consultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) See § 200.216: Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

© See Public Law 115–232, section 889 for additional information.

(d) See also § 200.47

(L) See § 200.322. Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

APPENDIX 'A'

DRAFT - CONTRACT AGREEMENT PROFESSIONAL SERVICES TERM CONTRACT (CONSULTANT) (~~CONSTRUCTION~~)

DRAFT

SAMPLE AGREEMENT FOR ENGINEERING/DESIGN SERVICES

THIS AGREEMENT ("Agreement"), dated_____ _____, _____, is entered into by and between:

THE CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida with a business address of **100 E Ocean Ave, BOYNTON BEACH, Florida 33435** (hereinafter referred to as the "CITY"),

and

_____., a foreign profit corporation as listed with the Florida Division of Corporations, with a principal address _____ (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1 - PREAMBLE

In order to establish the background, context, and form of reference for this Agreement and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On _____, the CITY advertised its solicitation for Request for Qualification of the CITY's desire to hire a firm to deliver complete and permitted design documents for the _____, and provide all other professional services that may be deemed necessary for the satisfactory design and completion of the project, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said RFQ entitled:

Request for Qualifications (RFQ) # _____
"ENGINEERING AND DESIGN SERVICES _____"

1.2 On _____, the qualification packages were opened at City Hall by the Purchasing division.

1.3 On _____, the CITY's evaluation committee met in a publicly noticed open to the public meeting where they discussed and scored the proposals and, per the requirements of ("CCNA"), §287.055, Florida Statutes shortlisted the top three proposers to view presentations.

1.4 On _____, the CITY's evaluation committee witnessed presentations from the highest-ranking proposers and, after presentations, met in a publicly noticed open to the public meeting where they

provided final scoring and collectively decided that _____ is the most advantageous solution for the CITY to provide the professional services as described in **Exhibit "A"** and selected CONSULTANT as the most highly qualified to perform the required services in accordance with the Consultant's Competitive Negotiation Act ("CCNA"), §287.055, Florida Statutes.

1.5 On _____, the CITY Commission accepted the results of the evaluation committee the proposal with CONSULTANT, and authorized the proper CITY officials to negotiate and enter into this Agreement with CONSULTANT through **RESOLUTION #_____** to govern the services more particularly described herein below.

1.6 On _____, _____, and _____, CITY held negotiations with CONSULTANT based on the proposal and scoring from the evaluation committee.

1.7 At the final negotiation meeting on _____, CITY Staff felt that the final scope of work and fee proposal were deemed fair, competitive, and reasonable.

1.8 Negotiations regarding the services required herein were undertaken in accordance with the CCNA, §287.055, Florida Statutes, and this Agreement incorporates the results of such negotiations.

1.9 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "professional services" as provided for in Section 287.055(2)(a), Florida Statutes, as may be amended from time to time.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to deliver complete and permitted design documents for **RFQ #_____**, more particularly located at _____ ("Property") as outlined in **Exhibit "___**."

Consultant further agrees to perform all other professional services deemed necessary for the satisfactory engineering/design and completion of the project, as more particularly described in, and in accordance with the specifications attached hereto and made a part hereof as **Exhibit "A,"** CONSULTANT's response thereto, attached hereto and made a part hereof as **Exhibit "B,"** and the final scope of work and fee proposal proposed by CONSULTANT attached hereto and made a part hereof as **Exhibit "C."** CONSULTANT agrees to perform all services required pursuant to this Agreement, the Sealed Proposal Package, Addenda to this Agreement, and Commission award complete with the proposal form.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, and all services performed under this Agreement shall be performed in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience, and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall schedule regular meetings with the CITY's representatives at least once a month to discuss the progress of the services required to deliver complete and permitted design documents for the design services, as more specifically described in **Exhibit "A"** and **Exhibit "C".**

2.6 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other Consultants to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of BOYNTON BEACH, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

2.7 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY. CONSULTANT shall comply with the applicable provisions of the City of BOYNTON BEACH Code of Ordinances and shall require that all sub-consultants comply with the applicable provisions of the City of BOYNTON BEACH Code of Ordinances.

ARTICLE 3 - TIME FOR PERFORMANCE AND TERMINATION

3.1 CONSULTANT shall perform the design and engineering services tasks 1 through 8 more particularly described in **Exhibit "C"** within **(XXX) CALENDAR DAYS** upon the issuance of the notice to proceed.

3.2 Upon competition and design and engineering provided by consultant pursuant to the terms herein, the City shall procure the construction and engineering of this building and _____ through an invitation to bid (ITB) design-bid-build.

3.3 Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT. The CITY shall define the time for performance and authorize the commencement of later phases in writing which may be memorialized by work orders or written amendments hereto.

3.4 **Financial Consequences for Nonperformance:** The City reserves the right to withhold payment when the Consultant has failed to perform/comply with the provisions of this agreement. For each task deliverable not received by the City at one hundred percent (100%) completion and by the specified due date listed in the Grant Funding Agreement's most recent Project Timeline as the City will reduce the relevant Task compensation Amount(s) paid to the Consultant in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the City in a timely manner.

3.5 **Time is of the essence for this Agreement.** In the event, the CONTRACTOR shall fail to timely commence the services herein required following the Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in this Agreement after due allowance for any extension or extensions of time, the CITY may immediately terminate this Agreement as set forth below.

3.6 **Post Contractual Obligations**. In the event that the term of this agreement expires, the CONSULTANT agrees to continue providing services, at the current rates, on a month-to-month basis until the CITY establishes a new contract or amendment for services.

3.7 All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement.

3.8 **Termination for Convenience.** This Agreement may be terminated by the CITY for convenience upon providing thirty (30) business days of written notice to the CONSULTANT, in which event CONSULTANT shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

3.9 **Default by CONSULTANT**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONSULTANT 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 CONSULTANT of written notice of such neglect or failure. If the City fails to comply with any covenant or obligation imposed by this Agreement, then Consultant may furnish written notice to the City identifying the breach and applicable provisions of this Agreement violated. If the City fails to cure the breach within thirty (30) days, Consultant may then terminate this Agreement without further written notice to the City.

3.10 In the event of termination for cause or convenience, all finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

ARTICLE 4 - PROFESSIONAL SERVICES FEE & EXPENSES

4.1 Compensation.

The CITY shall pay compensation to CONSULTANT pursuant to this Agreement for the scope of work and fee proposal particularly described in **Exhibit "C"** in an amount of _____ **DOLLARS ($XXX,XXX)**, which was deemed fair, competitive, and reasonable, for the design and construction management services of _____, plus an allowance of _____ **DOLLARS ($XXX,XXX)** for permit fees and additional tasks that may be authorized by the City Manager in the City Manager's sole discretion, for a total amount of _____ **DOLLARS ($XXX,XXX).** The compensation may be adjusted, if necessary, by a written amendment, duly approved and executed by CONSULTANT and City, provided the City's budget includes, or is adjusted to include, the entire Fee.

4.2 Fee Schedule.

A detailed Fee Schedule, tied to the deliverables shall be attached as **Exhibit B**. The Fee Schedule shall detail the hourly rates, number of hours and a payment schedule that shall not be front-loaded.

4.2.1 Rates. CONSULTANT's hourly rates for every position or level of profession or staff for whom time will be invoiced under this Agreement shall be included in the Fee Schedule attached as **Exhibit B** and incorporated into this Agreement. All such rates shall be effective for the term of this Agreement. The fixed hourly costs for all positions will be applicable to both in-house professional engineering services and professional engineering services at the CONSULTANT firm's place of business.

4.2.2 Expenses. The Fee Schedule shall include all administrative out-of-pocket expenses to be reimbursed under this Agreement.

4.2.3 Supporting Documents. CONSULTANT shall maintain complete and orderly documentation underlying all of its invoiced out of pocket expenses, including copies of paid receipts, invoices, or other documentation acceptable to the City. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the Professional Services.

4.2.4 Mark-Up. Any out-of-pocket costs shall not be marked up more than three percent (3%).

3.2.5 Travel Expenses. Any agreed travel, per diem, mileage, meals, or lodging expenses, the cost of which are subject to the City's prior written approval, shall be paid in accordance with the

rates and conditions established by the City's Travel Policy, a copy of which has been provided to CONSULTANT, or the applicable law or ordinance.

3.3 Subcontracts. CONSULTANT may invoice for Professional Services related to the sub-contractual services at the established hourly rates in the Fee Schedule.

4.1 The CITY agrees to compensate CONSULTANT for all services and tasks performed in accordance with this Agreement pursuant to the rates more particularly described in **Exhibit "C"**, attached hereto and by this reference made a part hereof.

4.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include information such as, but not be limited to, the date of service, staff classification, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.3 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment will be made to CONSULTANT at:

4.4 **Truth-In-Negotiation Certificate**. Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

4.5 **Contingency or Allowance**. Any contingency or allowance amount provided for by the CITY authorizes the CITY to execute change orders up to the amount of the contingency or allowance without the need to obtain additional Commission approval. In addition, CITY shall utilize the contingency or allowance to reimburse CONSULTANT for the related permit, license, impact or inspection fees. Payments will be made to CONSULTANT based on the actual cost of permits upon submission of paid permit receipts. It is hereby understood and agreed that the CONSULTANT shall not expend any dollars in connection with the contingency or allowance without the expressed prior written approval of the CITY's authorized representative. Any contingency or allowance funds that have not been utilized at the end of the project will remain with the CITY, the CONSULTANT shall only be paid for the proposed project cost as approved by the City Commission along with any contingency or allowance expenses that were approved by the CITY's authorized representative. If the permit fees exceed the contingency or allowance CITY will reimburse the CONSULTANT the actual amount of the permit fees required for project completion.

ARTICLE 5 - CHANGES TO SCOPE AND ADDITIONAL SERVICES

5.1 CITY or CONSULTANT may from time to time request changes that would increase, decrease, or otherwise modify the scope of services, as described in **Exhibit "C"**, to be provided under this Agreement subject to the requirements set forth in §287.055, Florida Statutes. Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 CONSULTANT shall continue to render services while seeking a change order unless such services have not been authorized herein, by written amendment, or change order. Services to be performed while a seeking change order which have not been described herein or in a separate written amendment or

change order shall be performed at the CONSULTANT'S own risk. In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written amendment or change order.

ARTICLE 6 - INDEMNIFICATION

6.1 The Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.. The CONSULTANT 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.

6.2 CONSULTANT agrees that the covenants and representations relating to indemnification shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.3 Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7 – INSURANCE

7.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents, and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any sub-consultant to commence work on any subcontract until all similar such insurance required of the sub-consultant has been obtained and similarly approved.

a. During the performance of the services under this Agreement, CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 10, "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. CONSULTANT 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 CONSULTANT shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The CONSULTANT

shall maintain a minimum amount of $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.

iv. **Professional Liability (Errors and Omissions) Insurance**: The CONSULTANT 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 follow the 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.

Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies that fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

ARTICLE 8 - NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any sub-consultants shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9 - INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the standard of care to perform the

work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10 - AGREEMENT SUBJECT TO FUNDING

This 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 of 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.

ARTICLE 11 - UNCONTROLLABLE FORCES

Neither CITY nor CONSULTANT 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 nonperforming Party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12 - GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13 - SIGNATORY AUTHORITY

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 14 - DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Services.** If, in the judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the services exhibit poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of services.

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

14.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the City Manager or individual relative thereto.

14.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of thirty (30) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than thirty (30) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

14.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

14.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

ARTICLE 15 – BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLES 16 - DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 17 - PUBLIC RECORDS

17.1 The City of BOYNTON BEACH is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

17.1.3 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 Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT 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.

17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

17.3 The CONSULTANT shall provide the right of access to all records for the CITY and Federal Grant Agency and keep all records pertaining to this project for **SIX (6)** years after the CITY has closed out the grant award.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6060
CityClerk@bbfl.us

ARTICLE 18 - SCRUTINIZED COMPANIES

18.1 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

18.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

18.1.2.2 Is engaged in business operations in Syria.

ARTICLE 19 - EMPLOYMENT ELIGIBILITY

19.1 **E-Verify.** CONSULTANT certifies that it 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.

19.1.1 **Definitions for this Section**.

19.1.1.1 "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.

19.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

19.1.1.3 "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.

19.1.1.4 "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.

19.2 **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:

19.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

19.2.2 All persons (including subvendors/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

19.2.3 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.

ARTICLE 20 – MISCELLANEOUS

20.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

20.2 Legal Representation. It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

20.3 Records. CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of **SIX (6)** years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

20.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned,

transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 Notice. Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY: Daniel Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

CONSULTANT: _____.
_____.
_____.
_____.
_____.

20.7 Binding Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

20.8 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

20.9 Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 Extent of Agreement; Conflicts. This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict or ambiguity by and

between this Agreement, **Exhibit "A"**, **Exhibit "B"**, and **Exhibit "C"**, this Agreement shall govern and prevail, followed by **Exhibit "C"**, **Exhibit "A"**, and **Exhibit "B"**.

20.12 Attorneys' Fees. In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.13 Counterparts and Execution. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

20.14 No Third Party Beneficiaries. The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third Party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

20.15 Design Professional.

A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCURING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT, PURSUANT TO §558.0035, FLORIDA STATUTES, AS MAY BE AMENDED FROM TIME TO TIME.

20.16 STATE OF FLORIDA DEO - CDBG-MIT GRANT REQUIREMENTS

By execution of this Agreement, CONSULTANT certifies that CONSULTANT has familiarized themselves with all regulations and requirements of 2 C. F.R. part 200 – Uniform Administrative Requirements and Audit Requirements for Federal Awards, Appendix 1 1 to Part 200, included herein as Exhibit B along with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this grant, as referenced in the Bid document. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 83, No. 28/Friday, February 9, 201 8/Notices and Vol. 83 , No. 1 57/Tuesday, August 1 4, 201 8/Notices in order to submit a bid for this project.

20.17 CONSULTANT CERTIFIES THAT THE FOLLOWING DOES NOT APPLY TO THEIR FIRM:

Pursuant to Section 287. 1 33(2)(a), F .S., a person or affiliate, as defined in Section 287. 1 33(1) , F. S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any pub lie entity in excess of thirty-five thousand dollars ($35, 000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

• Pursuant to Section 287 . 1 34(2)(a), F . S. , an entity or affiliate, as defined in Section 287. 1 34(1) , who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

ARTICLE 21 – FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the applicable federal required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200 shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Contract. The prime CONSULTANT shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

21.1 Equal Employment Opportunity -. (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ‘‘federally assisted construction contract’’ in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ‘‘Equal Employment Opportunity’’ (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ‘‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’’ and implementing regulations at 41 CFR part 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’

During the performance of this contract, CONSULTANT agrees as follows:

21.1.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

21.1.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

21.1.3 CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee

or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

21.1.4 CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.1.5 CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.1.6 CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.1.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

21.1.8 CONSULTANT will include the provisions of paragraphs (21.1.1 through (21.1.7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

21.2 <u>Davis-Bacon Act</u>.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ‘‘Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction’’). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONSULTANT must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the

Secretary of Labor. In addition, CONSULTANT must be required to pay wages not less than once a week.

21.3 Copeland "Anti-Kickback" Act.

(E) The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONSULTANT must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.

21.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

22.4.1 **Overtime requirements**. No CONSULTANT or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.4.2 **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in this section, paragraph (i), the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

22.4.3 **Withholding for unpaid wages and liquidated damages**. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

22.4.4 **Subcontracts**. CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (24.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (22.4.4) through (22.4.4) of this section.

21.5 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). City will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22.5.1 **Clean Air Act**. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

22.5.2 **Federal Water Pollution Control Act**. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

21.6 Suspension and Debarment.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the CONSULTANT’s agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are

excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352)**.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21.8 **Compliance with State Energy Policy and Conservation Act**. CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.9 **Procurement of Recovered Materials**. The City and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

21.10 **Reporting**. Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the Florida Commerce and HUD Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide Florida Commerce and HUD Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

21.11 **No Obligation by the Federal Government**.

21.11.1 Absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the City, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

21.11.2 CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

21.12 **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

21.13 **Fraudulent Statements**. CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

21.14 **Rights to Inventions**.

(G) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

21.15 **Prohibition on Contracting for Covered Telecommunications Equipment or Services**. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Florida Commerce and HUD Policy 405-143-1, Prohibitions on Expending Florida Commerce and HUD Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

21.16.1 **Prohibitions**. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception described below applies, the CONSULTANT and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

21.16.1 (Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

21.16.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

21.16.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system; or

21.16.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

22.16.2 Exceptions.

22.16.2.1 This clause does not prohibit CONSULTANT from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

22.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

22.16.3 Reporting Requirement. In the event CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONSULTANT is notified of such by a subcontractor at any tier or by any other source, the CONSULTANT shall report the following information to City: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information to City CONSULTANT shall report: Any further available information about mitigation actions undertaken or recommended. In addition, the CONSULTANT shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONSULTANT shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

21.16 Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21.17 Affirmative Socioeconomic Steps. If subcontracts are to be let, CONSULTANT is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses.

a. Placing qualified small and minority businesses and women's business enterprises on

solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

21.18 Upon request the, un-certified MWBE entity will be referred to the SBA, DMS, and/or Minority Business Development Agency for certification by the CITY.

21.19 **License and Delivery of Works Subject to Copyright and Data Rights**. If applicable, the CONSULTANT grants to City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONSULTANT will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONSULTANT will deliver to the CONSULTANT data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONSULTANT.

21.22 § 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

21.23§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section: (1) ‘‘Produced in the United States’’ means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) ‘‘Manufactured products’’ means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21.24 § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

22.0 Section 3 of the Housing and Urban Development Act of 1968

This regulation must be followed when projects assisted with housing and community development financial assistance exceed $200,000 for the following construction activities: housing rehabilitation, housing construction, and other public construction (e.g., public facilities and improvements) projects assisted with housing and community development financial assistance.

22.1 Section 3 of the Housing and Urban Development Act of 1968

The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or a very low-income person, as this term is defined in

Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

vi. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education

Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b). c..

c. Section 3 Benchmarks and Reporting
    i. Benchmarks. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:
        1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
        2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
    ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii which may be amended from time to time for HUD reporting purposes.

23.0 24 CFR 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

The requirements set forth in 24 CFR part 5 apply to this contract.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.
DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Daniel Dugger, City Manager

_____
(Authorized Official Name), (CONSULTANT)

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
Witness

_____
Print Name

Approved as to Form:

_____
Shawna G. Lamb, Office of the City Attorney
Attest/Authenticated:

_____
Maylee De Jesus, City Clerk

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____day of _____, 20__, by _____., on behalf of _____. a Florida Corporation. 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

EXHIBIT A
TASK ORDER TEMPLATE

CITY OF BOYNTON BEACH
_____ *Services Task Order*
Task Order No. _____

Consultant: _____
Contract No. _____

1. **Task/Project Phase**. _____(*Insert title and brief description)*_____

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit ____.**

3. **Deliverables and Schedule**.
Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit ____.**

4. **Compensation**.
The total Fee to be paid to Consultant under this Task Order shall not exceed _____, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit _____.**
The payment schedule (based on deliverables) is attached as **Exhibit _____**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the _____ Agreement, dated _____, 20____, by and between the City of Boynton Beach and _____ ("Consultant"), Contract No. _____.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed**.

☐ If checked, Consultant's receipt of a fully-executed copy of this Task Order shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Notice to Proceed.

CONSULTANT:

By: _____

Print Name: _____

Date: _____, 20___

CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

Date: _____, 20___

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
FEE SCHEDULE

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 CONSULTANT.)* 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 CONSULTANTs	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 Employe	$ 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

INSURANCEADVISORYFORM Revised 04/2021

ATTACHMENTS

ATTACHMENT "A"

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 Task Orders/Work Orders. Task 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 Task Order/Work Order **and** at the time of Task Order/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, Task Order, and 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.	Consultant	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 w
consultant, sub-contractor utilization on Line 20. Additional space is available on Line 22 if needed.

1.	Current tasks completed and/or deliverables received? If no, reason:
2.	Current work completed ahead/on schedule? If no, number of days late: _____ and reason:
3.	Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:
4.	Contractor strengths:
5.	Contractor weaknesses:
6.	Specific problems incurred:
7.	How may these have been prevented?
8.	Additional comments/recommendations:
9.	Comments on sub-contractor utilization:
10.	**Currently recommend firm for future contracts, task orders, and/or work orders of this type? If "No" or "Possibly", an**

Project Manager (sign)	Date	Section Administrator (sign)

11. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain margina
"Possibly" apply to Question 21, an explanation <u>must</u> 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)

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 Consultant)* 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 CONSULTANTs	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		

Revised 04/2021

ATTACHMENT "B"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations may be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Task Orders/Work Orders. Task Orders/Work Orders/Purchase 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 Task Order/Work Order/Purchase Order **and** at the time of Task Order/Work Order/Purchase 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, Task Order, and 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.	Consultant	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
12.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
13.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
14.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
15.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
16.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
17.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
18.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
19.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
20.	Individual Column Rating (Total lines 1-8.)					
21.	Total Rating Score (Total row 9.)					
22.	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 Sub-consultant/sub-Consultant utilization on Line 20. Additional space is available on Line 22 if needed.

1.	Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
2.	Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
3.	Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
4.	Consultant strengths:	
5.	Consultant weaknesses:	
6.	Specific problems incurred:	
7.	How may these have been prevented?	
8.	Additional comments/recommendations:	
9.	Comments on sub-Consultant utilization:	
10.	**Currently recommend firm for future contracts, task orders, and/or work orders of this type? If "No" or "Possibly", an explanation must be**	☐ **Yes** ☐ **No** ☐

Project Manager (sign)	Date	Department Administrator (sign)	Date

11. 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 REVIEW/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

PWE25-009 - ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTLE - CDBG-MIT GRANT FUNDED

Opening Date: January 30, 2025 5:00 PM

Closing Date: May 22, 2025 3:00 PM

Vendor Details

Company Name:	Wade Trim, Inc.
Does your company conduct business under any other name? If yes, please state:	No
Address:	201 N. Franklin St., Suite 1350 Tampa, Florida 33602
Contact:	Carolina Pachano
Email:	cpachano@wadetrim.com
Phone:	813-678-2635
HST#:	59-2417170

Submission Details

Created On:	Wednesday April 30, 2025 14:19:30
Submitted On:	Thursday May 22, 2025 14:50:02
Submitted By:	Carolina Pachano
Email:	cpachano@wadetrim.com
Transaction #:	71c130ce-fdd4-4ce5-af64-031432ffdd9a
Submitter's IP Address:	147.243.243.101

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

☑ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?			*
Please select the appropriate response			*
Do you possess a certification qualifying your business as a Minority Owned business?			*
Issuing organization name			*
Date of Issuance			*

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		

Qualifications of Project Team

Describe the qualifications of your firms project team.

Line Item	Description	Response *
1		Team's Qualifications (Graphics, Exhibits, and Tables referenced in this document can be found in the uploaded PDF) The City of Boynton Beach is seeking a qualified engineering consulting firm to provide engineering design and environmental review services for the San Castle Neighborhood Project. The project involves upgrading drainage, utilities, and roadway improvements for the San Castle neighborhood, which is located in the area north of NE 26th Avenue, West of Grove Road/Orchid Road, South of Mentone Road, and East of N. Seacrest Boulevard. Wade Trim is pleased to partner with the City in transforming the San Castle Neighborhood into a resilient and thriving community. We understand the regular inconvenience to the neighborhood, particularly to vehicular and pedestrian mobility, from high tide or heavy rain events, and our team is prepared to address these challenges. Introduction to the Team At Wade Trim, we are committed to maximizing the value of your infrastructure investment. For nearly a century, we've been solving complex engineering challenges to create stronger communities. Our firm is a nationally recognized, multidisciplinary engineering consulting firm specializing in stormwater management, conveyance and pumping, and pipeline design. All of the firms on our team share a common service philosophy, striving to support the City of Boynton Beach in its resiliency goals. This philosophy enables seamless teamwork necessary for the protection of property and infrastructure throughout the San Castle neighborhood.

Wade Trim has partnered with BCC Engineering (BCC) to bolster our capabilities in roadway design, stormwater drainage, and hydraulic modeling.
BCC Engineering is a multidisciplinary engineering firm with a proven track record of delivering innovative, resilient, and community-focused infrastructure solutions across Florida. With over 31 years of experience, BCC has relevant experience in roadway design, drainage system upgrades, and water and sewer utility improvements. Their team has successfully led neighborhood revitalization initiatives for municipal clients across South Florida.
With extensive experience in flood protection, sea-level rise, and water quality issues, the Wade Trim/BCC Team is well-prepared to design resilient and environmentally responsible systems that meet the City's challenges head-on.
Assigning the right team members on the project is an important early step in any project. The Wade Trim/BCC Team is positioned with local subconsultants to be a reliable and responsive consultant while delivering on the City of Boynton Beach's project. Our approach is based on the belief that we will function as an extension of the City's staff.
Wade Trim will serve as the prime lead on this project with BCC Engineering as a key teaming partner. We have also engaged nine subconsultants to create a diverse team that will ensure the City receives all the necessary services for a successful project delivery. Exhibit 2 on the next page outlines the individual strengths of our team members as well as our collective strengths as a group.
History Working Together
Wade Trim and BCC have recently partnered on the City of Hollywood contract to provide construction engineering and inspection services.
Additionally, Victor Herrera with BCC used to be a Wade Trim employee and worked with our team on the City of Miami Beach Palm & Hibiscus Island Neighborhood Improvements and Sunset Harbor Neighborhood Improvements projects.
Several of our key team members have previously worked at BCC, collaborating closely with BCC's Victor Herrera and other BCC staff members on multiple projects. This personal work history brings an elevated level of respect and understanding on how to work together. Our shared history of collaboration will contribute to the success of this project.
Firm Qualifications
The Wade Trim/BCC Team possesses exceptional qualifications in stormwater pumping and conveyance, stormwater management, roadway design, water and wastewater pipeline design, climate resiliency, and more. The following is a summary of our Team's qualifications in these areas.
Stormwater Pumping and Conveyance
Wastewater and stormwater conveyance has been a cornerstone of our practice for nearly a century. From our early days designing community wastewater and water infrastructure, we've evolved to handle lift/pump stations with capacities up to 1 billion gallons per day. As our projects have grown in size and complexity, so too has our technical expertise. We begin by thoroughly understanding your needs and drivers to ensure we deliver the most effective solution. The following are a few key projects we have worked on similar in scope:
City of Miami Beach Stormwater Palm and Hibiscus Neighborhood Improvements Project. The stormwater drainage system in the Palm and Hibiscus project required designing and installing three new pump stations with outfalls to Biscayne Bay ranging from 40,000 to 60,000 GPM.
City of Miami Beach Sunset Harbour Island Neighborhood Improvement Project. In the award-winning Sunset Harbour project, a new, pre-cast concrete pump station was designed to the new standards. This was the first project in the City to combat sea level rise by raising the neighborhood infrastructure.
City of St. Petersburg Lift Station 87 Wet Weather Flow Transfer Project. We delivered the City's first progressive award-winning design-build project to help the City resolve the challenge of balancing wet weather flows between the City's southwest and northwest facilities during wet weather events. The project entailed designing and constructing a new 3.5 MGD lift station, three miles of 16" force main, and modifications to an existing lift station to connect the new force main.
Utility Pipelines
Wade Trim has one of the largest Florida-based pipeline design teams in the area and continuously delivers small and large diameter pipeline projects for municipal clients. From septic to sewer or neighborhood improvements, our team has a great grasp at understanding project corridors and performing multi-utility designs in shared spaces. Our staff also has extensive knowledge in AC pipe replacements via open-cut and pipe bursting. Our projects are our proof of what our team can accomplish.
Wade Trim has delivered numerous pipelines in recent times across Florida including:
- Miami-Dade Water and Sewer Dept. (WASD) (Donut Hole).: 21,385 LF of 8-inch, 11,486 LF of 12-inch, and 1,900 LF of 6-inch ductile iron water main and fittings
- FGUA (American Beach): 18,480 LF of 2- to 6-inch water mains and fire flow, 16,312 LF of 8-inch gravity sewer, 2,186 LF of 4-inch force main, and two new wastewater pumping stations
- Tampa Bay Water (Southern Hillsborough County Expansion): 15 miles of 60-inch water transmission main
- Miami-Dade WASD (FM Rehabilitation): 3 miles of 72-inch force main
- Peace River Manasota Water Supply Authority (Phase 3C Regional Interconnect): 7 miles of 42-inch water transmission main
- Florida Keys Aqueduct Authority (Islamorada): Design and CEI services for 5.5 miles water transmission main of 36-inch, with another 1.5 miles currently under design and CEI services for another 7 miles
- City of Tampa (Harbour Island): 13,500 LF of 54-inch-diameter force main and

5,000 LF of 48-inch-diameter reclaimed water main for the Harbour Island project
- City of Ft. Lauderdale (GT Lohmeyer): 4,000 LF of 60-inch effluent force main from the WWTP to the disposal injection wells

Miami WASD Donut Hole Water Mains. Wade Trim replaced the existing water mains and loop closures in an unserved area in the City of Miami Gardens to improve system pressure and fire flow protection.

City of Tampa Harbour Island Force Main Replacement Project. Wade Trim completed a route evaluation, design, and construction of 13,500 LF of 54-inch-diameter force main and 5,000 LF of 48-inch-diameter reclaimed water main. This was one of the longest drive microtunnels in Florida under the Garrison Channel for the City of Tampa.

Ft. Lauderdale GT Lohmeyer WWTP Redundant Effluent Force Main Project. We are currently the lead designer responsible for the design and construction of the force main, line stops, relocation of third-party utilities, hydraulic and transient modeling, modification to 5 disposal injection wells, modifications to the effluent pump station manifold, bypass pumping and flow metering, electrical and instrumentations modifications, and replacement/design of stormwater facilities.

Our team partners BCC also have extensive utility design and construction experience. They are currently delivering the very first Close Tolerance Pipe Slurrification (CTPS) project in the State of Florida for AC pipe elimination.

City of Sunrise CTPS Project. BCC Engineering led the design and implementation of a trenchless pipeline replacement for the City of Sunrise, encompassing over 55,000 linear feet of water and force mains. This included the replacement of 38,500 linear feet of asbestos cement (A/C) pipe within a residential area. To minimize community disruption, BCC initially proposed pipe bursting as the trenchless method. However, Broward County's Air Licensing & Permitting/Asbestos Program disallowed pipe bursting of A/C pipe based on updated USEPA guidance.

In response, BCC identified and proposed an Alternative Work Practice (AWP) approved by the EPA: Close Tolerance Pipe Slurrification (CTPS). This method enables controlled removal of A/C pipe while minimizing the risk of asbestos exposure and environmental contamination. The CTPS process involves the creation of a sealed annular space using bentonite slurry to isolate asbestos-containing material (ACM), which is then safely removed at designated access and relief points.

Stormwater Drainage

Our teaming partner, BCC, also has a proven track record of delivering comprehensive stormwater management solutions for municipalities throughout South Florida. They understand the importance of planning, designing, constructing, and maintaining stormwater infrastructure that effectively addresses both current and future flooding challenges.

Over the years, BCC has successfully developed all-encompassing Stormwater Master Plans (SWMPs) and executed resilient drainage improvement projects that mitigate climate-driven flooding issues. Their experience includes conducting complex drainage studies using hydrologic and hydraulic (H&H) models across Miami-Dade and Broward counties.

For example, they have successfully completed the following projects:

North Bay Village's SWMP Project. BCC completed the first ever SWMP for the Village, in which they evaluated existing stormwater facilities and projected the impacts of sea level rise through 2060. The plan identified necessary improvements, prioritized them through a Capital Improvement Plan (CIP), and explored funding sources to reduce the financial burden on residents.

City of Lauderhill Stormwater Management and Flood Protection Master Plan Project. BCC cataloged the City's drainage system, modeled flooding scenarios, and established a long-term CIP to address flood protection deficiencies. Their approach emphasizes community involvement, policy development, sustainability, and innovative design solutions, ensuring that stormwater systems are cost-effective, adaptable, and tailored to meet the unique needs of each municipality.

By integrating cutting-edge technology, such as 1D/2D modeling, and fostering public engagement, BCC continues to deliver stormwater solutions that enhance flood resilience and protect communities from future challenges.

Roadway Design

Our teaming partner, BCC, also has extensive experience in roadway design, having successfully completed numerous transportation projects throughout South Florida. With over $6 billion in transportation project delivery, BCC has contributed to improving regional infrastructure through the design and management of major roadway, bicycle, and pedestrian improvements.

Their experience includes Local Agency Program (LAP) projects, such as:

Miami-Dade County Department of Transportation and Public Works (DTPW) SW 137th Avenue. The project involved improvements to SW 268th Street, expanding it from a four-lane undivided section to a five-lane section with a two-way left turn lane from SW 142nd Avenue to SW 119th Avenue, and transitioning into a four-lane divided section with a median separator from SW 122nd Avenue to SW 112th Avenue. The scope included curb and gutter, sidewalks in developed areas, and bicycle lanes throughout the project limits. BCC Engineering was responsible for preparing design plans, drainage reports, lighting, signing and pavement markings, signals, and permitting.

Miami-Dade County Department of Transportation (DTPW) SW 268/264 Street Connector Project. This project consists of new construction of a 3.2-mile segment of SW 137th Avenue which will be initially constructed as a four-lane divided facility between US 1 and SW 248th St and a two-lane undivided facility between SW 248th St and SW 200th St. This project includes roadway design, signalization (including the design of two new signalized intersections at SW 248th St. and SW 216th St.), drainage, traffic control, bridge design, signing and pavement markings, lighting, environmental, specifications and coordination with DERM and SFWMD.

Construction Engineering
Wade Trim provides construction engineering and inspection services for all public utilities for the continuing engineering client communities we serve. Our construction engineers, and inspection and testing technicians perform the full range of construction oversight including project management and record keeping; inspection, quality assurance materials sampling and testing; and construction staking, from the preconstruction stages through project acceptance. Trained inspectors and field engineers document compliance with community standards during construction and deal with issues and changes that occur in the field.
Grants/Funding
Funding is critical to every project. As community leaders struggle to stretch their local revenues to maintain services for their constituents, outside funding sources at the federal and state levels are being targeted to supplement capital budgets. Wade Trim helps municipalities and regional agencies secure project funding, such as grants and loans, to implement infrastructure projects.
Our project managers and client representatives stay updated on funding opportunities, proposed and active legislation impacting federal and state funding, and application and milestone deadlines. Our staff members are also trained to identify conventional and unconventional funding sources and provide grant writing or persuasive communication support needed to develop successful applications. Exhibit 3 summarizes our funding/grant capabilities.
Community Development Block Grant
Wade Trim has provided CDBG services to communities for several decades, focusing on the development of action plans, developing approaches to program management, and assisting recipients create and implement compliance plans. Our assistance includes administering CDBG and CDBG-DR funded projects. Our FundingScout Team has also millions of funding dollars from regional, state, and federal agencies, which can provide added value to the City of Boynton Beach.
Our firm's experience includes providing general CDBG compliance consulting for numerous communities throughout Florida and the United States.
Knowledge of HUD Requirements
Because this is a CDBG-funded project, the City must maintain compliance with HUD requirements and complete regular reporting to the Florida Department of Commerce. Wade Trim has extensive experience working on HUD-funded infrastructure projects and assists dozens of communities in developing and implementing their CDBG programs. Our team can help the City address HUD requirements and serve as a technical resource throughout the contract. If requested, our team could provide full administration of the grant on behalf of the City.
Housing and Community Development Act
Wade Trim has experience working with communities to administer and assess compliance obligations under the Housing and community Development Act, specifically focused on CDBG programs. This includes working with clients to develop compliance plans and assigning roles and responsibilities to complete reporting, maintain documentation, and communication with grantor agency staff. Our team can work in tandem with City staff, supplement City staff, or act as designate for City staff to provide grant administration and reporting activities if needed.
Adequacy of Personnel
Wade Trim understands the importance of maintaining a consistent engineering team throughout the contract to ensure uninterrupted service. We are dedicated to providing the City with a stable, skilled, and diverse team equipped to handle any technical challenges.
Our staff brings a wealth of experience in neighborhood improvements, having led and supported transformative projects that enhance infrastructure, resilience, and quality of life for communities.
A staff spotlight featuring our Project Manager, Shari Ramirez, and Design Manager, David Mullen, is included on Pages 51 and 53, respectively.
The organizational chart on Page 3 (in the SF 330) outlines our key staff and engineering team members, all of whom have a proven track record of successful collaboration on similar projects. Each team member is committed to their role, delivering seamless services to the City.
Availability of Specialty Resources
Our local team also benefits from access to Wade Trim's national network of over 700 employees, allowing us to draw on specialized support as needed. Our teaming partner, BCC, will enhance our capabilities with a robust nationwide team of 388 staff members. Our organizational chart is structured to encompass all disciplines outlined in the scope of work. The following key personnel have been designated as Task Leads for this project:
Andrew List, PE - Roadway Design Task Lead
David Mullen, PE - Stormwater Pumping and Conveyance Task Lead
Salome Montoya, PE - Utilities Pipeline Task Lead
Jim Gunther, PE - Construction Engineering Task Lead

Brief biographies of the task leads and key supporting personnel start on Page 54. Full resumes are provided in the SF 330 starting on Page 4.
Experience
The Wade Trim/BCC team brings specialized experience in roadway harmonization, stormwater conveyance and pumping systems and water/wastewater pipeline design to address current and future challenges related to flood protection, sea-level rise, and water quality. Table 1 on the next page summarizes our team's experience in these areas.
Past Record / Past Performance

Wade Trim values client input and strives to meet project schedules and provide productive solutions to schedule challenges.
Just meeting schedules is not enough for us. We expect our clients to be satisfied not only with the completion date, but also the process we use to get there.
Our client satisfaction survey efforts reach across our corporate client profile. Our clients have scored us 4.85 out of 5 points with respect to meeting project schedules and providing productive solutions to schedule challenges. This results in a 97% client satisfaction score—a testament to Wade Trim's commitment to our clients.
Staff Biographies
Shari Ramirez, PE / Project Manager & Water Mains Lead - Shari is a Senior Engineer and Project Manager with 20 years of experience in design, permitting, bidding, grants management and administration, and construction administration of water, wastewater, and stormwater projects. She has been an engineer of record for multiple pipeline projects installed via traditional open-cut, pipe bursting, and horizontal directional drills. She is a certified Envision Sustainability Professional and Temporary Traffic Control Professional.
David Mullen, PE / Design Manager - David brings 13 years of experience in design, permitting, and construction engineering for pipeline and stormwater projects. He acts as an effective liaison between owner, engineer, and contractor, making sure communication is strong and issues are addressed. David is also adept at working with regulatory agencies and reviewing design and construction for permit requirements. His south Florida clients include Miami Beach, Islamorada, Ft. Lauderdale, and Miami-Dade County.
Tom Brzezinski, PE / Principal-in-Charge - Tom has 36 years of experience managing, designing, and constructing various sized municipal engineering projects. With a strong background in water/wastewater/stormwater utility projects, he is well versed in a magnitude of project types and understands what it takes to deliver projects successfully. His experience includes serving as Principal-in-Charge (PIC) delivering open work order type contracts. As the PIC for this project, Tom will work with the project manager to make sure staff resources are available, and assist in monitoring overall schedule and budget. Tom will also bring to the City a diverse background in distribution, collection, and treatment capabilities and familiarity with projects delivered in South Florida.
Freddy Betancourt, PE / QA/QC and Technical Advisor - Freddy serves as our Water Resources Group National Pipeline Technical Lead where he focuses on growing our conveyance practice across the country while serving water and wastewater clients in Florida. He brings 25 years of experience in water transmission and distribution and wastewater collection with expertise in rehabilitation, design, trenchless technologies, and construction management. Working with Florida municipalities and utilities, Freddy has designed both small and large, complex pipeline projects for Tampa Bay Water; Cities of Tampa and St. Petersburg; Orlando Utilities Commission; Pinellas, Hillsborough, Sarasota, and Orange Counties; and the Florida Department of Transportation. Optimizing pipeline alignments, streamlining permitting processes, and minimizing construction impacts and surface restoration costs are integral to his project approach.
Freddy's experience with complex pipeline projects across the nation will be a great asset to the City's vision with this project.
Salome Montoya, PE / Utilities Pipeline Lead - Salome is a Civil Engineer with over 10 years of experience in design, and construction on multiple civil infrastructure projects. Her design experience includes pump station projects, installation of multiple large and small diameter water mains, and force mains design projects, including various pipeline installations through trenchless technologies such as micro tunneling, directional drilling, Jack and Bore, and slip lining.
Salome has extensive experience with design of water mains, sanitary sewer force mains, and gravity sewer, specifically with local municipalities such as Miami-Dade County Water and Sewer Department (WASD); Islamorada, Village of Islands; and with the Florida Keys Aqueduct Authority. This experience will benefit the City by successfully completing utility replacements.
Sam Graybill, PE / Conveyance Pipe Design - Sam has over 14 years of experience as a project engineer and project manager. She has completed the design and construction of improvements for water distribution mains, sanitary collection mains, supply wells, and facility assessments which require significant coordination with regulatory agencies and a thorough knowledge of permitting procedures. She is well versed in the process for obtaining permits for construction as well as working with clients to maintain permits for overall facility compliance. She is skilled in route studies, rehabilitation and replacement design.
Victor Herrera, PE / QA/QC and Technical Advisor - Mr. Herrera is a senior vice president with over 21 years of combined experience in construction management and civil engineering design. As the Infrastructure Operations Manager, he oversees the firm's staff and ensures the successful execution of projects by managing profitability, quality control, contract terms, and adherence to company policies. Victor's expertise spans coastal design, land development, utility design, and program management, making him qualified to support the City of Miami Beach's climate change adaptation efforts. Victor has extensive experience working with both public and private sectors, including complex urban infrastructure projects similar to those planned for Boynton Beach. His proven ability to deliver high-quality solutions within time and budget constraints make him a valuable asset in addressing the City's unique challenges of low-lying topography, tidal influence, and aging infrastructure.
As the City of Boynton Beach invests in critical neighborhood improvement projects—ranging from road and seawall elevations to robust drainage systems and infrastructure

		modernization—Victor's experience in managing large-scale projects ensures that these initiatives will be executed with precision and efficiency. His leadership in similar coastal communities, combined with his knowledge of resilient design and construction practices, positions him to contribute meaningfully to the City's vision for sustainable and climate-adaptive infrastructure. Andrew List, PE / Roadway Design Lead - Mr. List is a Transportation Engineer with over 9 years of experience, bringing extensive expertise to projects that address the unique challenges faced by coastal, urban communities like the City of Boynton Beach. His work spans from local road resurfacing, restoration, and rehabilitation (RRR) projects to Limited Access facilities, with a proven track record of successful collaboration with agencies such as FDOT, Florida's Turnpike Enterprise, and various local municipalities. Given the City of Boynton Beach's commitment to climate change adaptation and infrastructure modernization, Mr. List's expertise in roadway geometric design, signing and pavement marking, and temporary traffic control (TTC) is instrumental in addressing the City's needs for elevated roads, robust drainage systems, and overall infrastructure improvements. His technical proficiency with industry-standard programs such as MicroStation, AutoCAD, and Microsoft Office ensures accurate and efficient project execution, contributing to Boynton Beach's efforts to modernize aging infrastructure while maintaining high levels of service and safety. Mr. List's involvement in diverse transportation engineering projects positions him to support the City of Boynton Beach in its initiatives to adapt to climate change and enhance its critical infrastructure, delivering resilient solutions for the future. Lazaro Ferrero, PE / Stormwater Drainage - Mr. Ferrero has 40 years of professional engineering design experience spanning a diverse range of project types, including pumping stations, drainage systems, hydraulic design, sanitary sewer collection systems, water distribution systems, and computer programming for engineering applications. He has relevant expertise in the design, permitting, and construction phases of major water and sewer systems and multiple municipalities. His experience includes water main distribution, gravity sewer systems, pump stations, force mains, and varied exfiltration trench designs to address stormwater infiltration and localized flooding. Projects of note include the Nautilus Neighborhood Drainage Master Plan, Washington Avenue Improvements, SR-826/SR-836 Interchange, and numerous corridor and neighborhood water/sewer improvements. Mr. Ferrero's comprehensive knowledge of engineering design, hydraulic modeling, and infrastructure systems positions him as a key contributor to complex municipal and regional utility projects. AJ Gutz, PE / Stormwater Hydraulic Modeling - AJ has more than 20 years of experience in stormwater management system design, stream restoration, green infrastructure, surface water modeling, stormwater quality management, and coastal engineering. Project experience has covered multiple states and has included communities that have been participants in grant funding programs. Experience includes stormwater management, stream restoration, bank stabilization, flood control, and green infrastructure projects. Jim Gunther, PE / Construction Engineering Lead - Jim has over 36 years of experience in wastewater and water engineering as a design engineer and resident construction engineer. He has considerable experience in the various trenchless methods of pipeline construction, including micro tunneling, HDD, jacking and boring, and hand-mining using tunnel liner plates. He is primarily responsible for field construction services, water and wastewater pipeline design, pumping station, and water and wastewater treatment plant design. As a Design Engineer and Resident Construction Engineer, Jim's assignments include construction management, project management, permit acquisition, and design and inspection of potable and reclaimed water mains, sanitary sewers, low-pressure sewers, sanitary force mains, water and wastewater pumping and storage facilities, etc.

Current & Projected Workload of the Proposer

1. Provide quantitative data that clearly indicates the ability of the Proposer to devote the necessary resources to successfully complete the service and projects in a timely manner. Current and projected workload data shall be provided for each key project member as follows

Description	Response *
	We have a robust workload management system that allows us to balance current commitments while maintaining the flexibility to take on new projects. Our team is composed of more than 700 professionals nationwide, with a strong local presence in key markets. We make sure that our key staff and back-up resources are available to meet contract requirements and can quickly mobilize to initiate new assignments.
	Our workload consists of both fixed-scope projects and ongoing service contracts, which we manage using resource-loaded schedules, close coordination, and weekly management calls. This approach allows us to efficiently allocate resources and make sure project tasks are completed on schedule.
	We regularly review our project commitments and resource allocations to make sure we have ample capacity to deliver high-quality work on time and within budget. Our depth of staff and proactive management practices make sure we can support both current and future projects without compromising service or quality. Wade Trim has conducted a thorough analysis of our proposed team's key staff and their current committed assignments to present their availability. Based on this analysis, our team's management and technical staff have the availability and readiness to perform the Engineering Design and Environmental Review Services – San Castle Grant Funded Project for the City of Boynton Beach. We understand the complexity level of this project, and our assigned Project Manager, Shari Ramirez, PE, will be fully committed to this project from day one.
	Key team member / role, Number of Projects Handled Typically at Any Given Time, Current Work, Remaining Labor Commitments, Projected Workload (Availability %) of Project Management Activities Expected - see below Shari Ramirez, PE / Project Manager/Water Mains 12 4 3 42% David Mullen, PE / Design Manager 12 5 2 42% Tom Brzezinski, PE / Principal-in-Charge 12 8 4 30% Freddy Betancourt, PE / QA/QC and Technical Advisor 8 4 1 38% Gary Prenger, PE / QA/QC and Technical Advisor 12 8 1 30% Salome Montoya, PE / Utilities Pipeline Lead 8 3 1 50% Jim Gunther, PE / Construction Engineering Lead 8 3 2 38% AJ Gutz, PE / Stormwater Hydraulic Modeling 8 3 2 38% Sam Graybill, PE / Conveyance Pipe Design 12 8 1 25% Mike Demko, PE / Pump Stations 16 9 3 25% Lindsey Scott, PE / Sanitary Force Main 8 3 1 50% Oscar Duarte, PE / Gravity Sewer 16 10 2 25% Rob Dickson / Constructability 12 4 2 50% Victor Herrera, PE / QA/QC and Technical Advisor 20 9 4 35% Carlos Morales, PE / Harmonization 20 7 9 20% Andrew List, PE / Roadway Design 20 7 6 35% Lazaro Ferrero, PE / Stormwater Drainage 20 9 6 25%

Approach to the Scope of Work

Provide a brief description of your firm's approach to the work.

Description	Response *
	Project Understanding (Copies of exhibits, graphics, and tables referenced in this document can be found in the final quals PDF document.) Project Understanding The San Castle Neighborhood is located east of I-95 and just south of Hypoluxo Road. This is a disadvantaged neighborhood in the northeast area of Boynton Beach, which is in dire need of roadway improvements in order to mitigate safety concerns. Most of the deteriorated roadways are caused by a lack of proper stormwater drainage. This low-lying and highly vulnerable area lacks proper drainage and is highly susceptible to tidal flooding, being impacted by king tides occur even without a significant storm event. This situation is aggravated during major storms and hurricanes, when residents are subject to flooding and standing water for days after the storm event has passed. Localized flooding creates hazards and safety risk to first responders (Law Enforcement, Fire Service, Search and Rescue activities), essential government services including emergency and disaster assistance and community safety overall. Exhibit 4 shows an elevation heatmap for the San Castle Neighborhood. As shown in the figure, there are localized low points along several corridors in the neighborhood. In addition there is a limited capacity to drain the area with a restricted stormwater conveyance capacity to discharge water at C-16 Canal or a Palm Beach County owned stormwater pond. For the San Castle neighborhood critical known flooding areas include area along Ocean Parkway between Mentone Road and Atlantic Drive ; the Area along Palm Drive between

Seacrest Boulevard and Atlantic Drive ; the area along NE 27th Ct between NE 27th Ave and Ocean Parkway ; and an area along 4th Street between 27th Avenue and 28th Court .
In addition, new structures have an elevated floor slab elevation by code, while older structures remain in very low-lying conditions. An example of this can be shown in Exhibit 5, where the north side of Palm Drive has a higher floor elevation than the house on the south side of the street. Simply raising the roads, cannot possibly solve the access concerns without creating unintended collateral damage to lower lying structures. A comprehensive stormwater evaluation will be required to determine the most optimum solution to alleviate localized flooding and select a design storm for which to design the roads and ancillary drainage.
To solve this challenge, the City of Boynton Beach has obtained as Community Development Block Grant Mitigation (CBDG-MIT) in order to improve the quality of life of the residents of the San Castle Neighborhood. The CBDG-MIT will help fund much needed improvements to reduce flooding, replace the aging utility infrastructure, and improve the roadway conditions within the disadvantaged neighborhood. This work will include the installation of 24,000 linear feet of stormwater pipe, 86,000 linear feet of water and sewer infrastructure, and 24,000 linear feet of road resurfacing and replacement.
1 Project Approach
Project Initiation and Planning
Understanding the Project's scope, objectives, and constraints, including budget, timeline, and regulatory requirements as described herein
The objective of the Engineering Design and Environmental Review Services – San Castle Grant Funded Project is not something that is new to our project team. Since the early 2000's, Southeast Florida has understood the impact rising sea levels and more intense storms would have on low lying coastal cities like Boynton Beach have partnered with engineering firms to find solutions that will improve the overall quality of the residents. Wade Trim was at the forefront of resilient projects, partnering with the City of Miami Beach on two of the first road raising projects, Sunset Harbour and Palm and Hibiscus. Many of the standards and design criteria adopted by the City of Miami Beach for subsequent projects originated from successes or lessons learned during those projects. Our design team understands the project goal of creating a more resilient neighborhood by installing a new stormwater infrastructure to provide flood protection to sea level rise projections and updated rainfall design storms improving the neighborhood accessibility by rebuilding the roads and addressing existing harmonization challenges.
With the Dig Once approach, as Boynton Beach improves this disadvantaged neighborhood, all other improvements will be incorporated into the same project area. Aging water and sewer systems will be replaced. Spacing constraints and new regulatory requirements pose challenges in achieving water quality and water quantity to control and remove pollutant loading into the stormwater systems.
Given that this neighborhood is not directly adjacent to tidal body such as the intracoastal waterway, part of the challenge will be to determine how and where to discharge the high intensity peak storm flow captured by the new stormwater facilities. The stormwater is currently conveyed to two separate discharges, a stormwater pond on the northeast portion of the area owned by Palm Beach County and a discharge at C-16 Canal making its way to it through a series of pipes and open water channels.
The Wade Trim team understands the challenges involved in neighborhood improvement projects where multiple utilities are installed in shared corridors and is ready to deliver to the City, as we have done in past and recent projects. Our project management process will confirm that the City's scope, goals, and objectives are met on this project. Exhibit 7 outlines the Wade Trim project management process phases for project delivery.
Understanding of pertinent City planning documents; and how proposer will incorporate and coordinate these with the design
The City of Boynton Beach has invested a lot of time and effort into obtaining the CBDG-MIT grant and through a consultant has performed a stormwater evaluation for several areas of the City including this project.
It is important that our team performs due diligence and independently verifies recommendations of previous reports through independent stormwater modeling. This will increase the level of confidence on proposed recommendations and will allow our team to adjust to practical solutions that benefit the City. The current storm evaluation performed by others identifies restrictions on the ability to drain this neighborhood area through the existing stormwater system to either the C-16 Canal or a stormwater pond on the northeast side of the neighborhood owned by Palm Beach County. The proposed solution is mostly geared towards the use of exfiltration trenches, which essentially act as dry wells to collect stormwater in small areas and then slowly allow it to drain back into the soil over time. Exfiltration trenches are most suitable for small areas with low groundwater tables. The presence of high groundwater conditions, particularly at king tides, could diminish the effectiveness of the exfiltration trenches to mitigate localized flooding conditions. It is proper that our team evaluates through modeling other potential solutions that have a higher likelihood of success, as long as it meets the available budgets/funding mechanisms for this project.
It is also important for our team to have a good understanding of other governing documents and preferences that the City would like us to abide by this design such as the Engineering Design Handbook and Construction Standards

for Public Works and Utilities Engineering along with established Engineering details.

This project is federally funded through the CDBG-MIT process and underwent the Categorical Exclusion determination process. It is the Wade Trim Team's understanding that the project is required to perform an NEPA Environmental Assessment (EA), refer to Exhibit 8. A NEPA EA is not the same as a Phase I Environmental Site Assessment (ESA) typically governed by Florida Department of Environmental Protection (FDEP). NEPA EAs focus on the broader environmental effects of federal projects, including alternatives and mitigation measures. Phase I ESAs, on the other hand, are a more limited assessment of a specific property, focusing on historical records and site reconnaissance to identify potential environmental concerns. Our team includes a qualified subconsultant (Mc Farland Johnson) which brings hands-on Federal NEPA experience to properly meet this important federal funding requirement.

Reviewing available data from FDEP Map Direct Exhibit 9, we concur that there appears to be a very low risk for encountering contaminated soils or groundwater within the defined project boundaries.

However, according to record drawings provided, portions of the water main system are asbestos cement pipe (AC pipe or Transite). The NEPA Environmental Assessment will have to account for how to mitigate the health risks associated with the removal/replacement of the AC pipes. The most critical risk is associated with the exposure and removal of segments of AC pipe, as asbestos can be very detrimental to human health when it becomes airborne. This process requires specific procedures, tools and guidelines for containment and disposal. In Florida, pipe bursting has been considered a preferable low-risk method of addressing AC pipe replacement while reducing potential exposure. Members of our staff are very familiar with the process being implemented in other municipalities across Florida. In recent years, EPA has nationally recognized the Close Tolerance Pipe Slurrification (CTPS) method as an alternative work practice (AWP) to replace, rehabilitate or repair AC pipes. Exhibit 10 below shows the CTPS process.

This patented process is a proven technology that removes the existing pipe by pulling a rotating reamer through the existing pipe while simultaneously injecting a bentonite-slurry lubricating fluid. The slurry is removed and displaced into a receiving pit by a reamer. A new pipe is then pulled behind the reamer. The fluids are captured and disposed of as wet slurry to a certified landfill, thus preventing the asbestos from becoming airborne. Our partner, BCC is currently delivering the very first CTPS project for the City of Sunrise in Florida.

During the NEPA evaluation, our team will have to compare alternative methods, impacts and costs to select the best solution for the City for all components of the project, including stormwater solutions, water main replacement, sewer replacement, construction techniques and costs. Given that there appears to be a low risk of existing soil and groundwater contamination in the area, the NEPA EA should be streamlined.

Conduct a thorough review of all available data and documents with information regarding the existing infrastructure, including water and sewer utilities, drainage, and all other pertinent infrastructure

A critical aspect of the design and execution of a successful project is the correct and accurate identification of existing underground utilities in the project area by performing a thorough review of the available data and documents. This is especially true in these types of projects, which are carried out in fully developed urban areas, where the existing right-of-way is usually congested with utilities. Although rights-of-way are not expected to be as busy along these neighborhoods, planned phasing of utility replacements will require the use of most if not all of the available right-of-way spaces to avoid service interruptions.

2 Data Gathering

Obtaining topographic surveys, geotechnical reports, and other relevant site data

Topographic Survey and SUE

Our partners, Avirom will provide topographical survey and control points, while Inframap will enhance the corridor evaluation of the right-of-way surveys by providing Subsurface Utility Engineering (SUE) for this project. Both firms will collaborate closely with Wade Trim to address any additional survey information needs. Their SUE tasks will incorporate Quality Levels "A" and "B" processes, ensuring accurate horizontal and vertical data for existing and design-impacted utilities.

Having partnered with Wade Trim on previous projects, both firms possess a deep understanding of the Wade Trim needs for design. In addition, Wade Trim will supplement and enhance the information collected with the use of an orthosomaic drone. This Rm of aerial imaging is capable of providing 3D point cloud with survey grade accuracy. Additional mapping tools such spherical imaging and VLX 3D scanning, which are Wade Trim additional survey mapping tools will only be used as needed to support corridor evaluation, mapping or public outreach efforts.

Geotechnical Investigation

Terracon has extensive geotechnical experience in Palm Beach County, City of Boynton Beach and surrounding areas. Based on historical knowledge, expected soils in the study area would include a combination of shell, silts, clays and organic debris, in the northern and southern part of the study area, with some sand, sandy limestone and shelly marl throughout the remainder.

Environmental Investigation

McFarland Johnson, an experienced environmental firm, will support the Team in

developing a comprehensive environmental assessment that meets NEPA requirements for the project considering the above-mentioned site conditions. Should any of the proposed solutions include a new point of stormwater discharge, McFarland Johnson will also be able to assist in the alternative evaluation and determine any potential environmental impacts associated with those proposed alternative(s).

Utility Coordination

Our Team is experienced in working in congested, urban corridors, installing new infrastructure in developed areas. Our team starts working on this issue even before starting design, looking at the identified corridor and then analyzing alternative routes to achieve the project goals with fewer utility conflicts.

Once the project solution(s) and corridors are defined and deemed to be the most adequate, our team will evaluate all available as-built records from utility companies. Upon issuing of NTP, we will call the Sunshine State One Call of Florida, or Sunshine 811, and request a Design Ticket. The design ticket will provide a list of utility owners registered within the project corridor. With this list, we will create a contact matrix, to include all the utility companies listed in the Design Ticket and added to it the contact information which we obtained from a constantly updated contact list we carry within our firm. This allows us to have all the utility contacts in one place. This list will also include the date of the requested as-builts, and track all responses. This tracking matrix allows stakeholders to get a one-document snapshot of the utility investigation process and allows us to identify which utilities have failed to respond to our request, so we can follow up and make additional requests.

3 Stakeholder Engagement

Identifying and developing an engagement plan with stakeholders, such as local government agencies, community representatives, and utility companies

Communication Plan / Strategy

Led by Sharon Merchant, our local public outreach subconsultant Merchant Strategies will develop a communication plan/strategy for this project. This strategy is aimed at building capacity in the community by leveraging a focus group comprised of representatives from residents, business associations, cultural and environmental groups. In partnership with Wade Trim and the City, Merchant Strategies will apply lessons learned from previous local neighborhood improvement projects to refine stakeholder messaging and gather essential community feedback.

4 Preliminary Design

There are multiple concurrent preliminary activities that need to be carried out simultaneously, in order to define the right solution for this neighborhood improvement and flood mitigation project. See Exhibit 11 below.

Developing conceptual design options and drainage v models that address the Project's objectives

Wade Trim's wet weather hydraulic modeling expertise dates back several decades, and we are the key program managers for several major wet weather programs such as Allegheny County Sanitary Authority (ALCOSAN), Three Rivers Stewardship District, Great Lakes Water Authority and Pittsburgh Water and Sewer Authority to name a few.

The first and most important step during the preliminary design phase will be to create a stormwater model for the study area and undertake early field activities to verify geological conditions and support accurate predictive stormwater modeling. The stormwater model will be the key tool for flood mitigation decision making. In the state of Florida ICPR 4, is a widely accepted stormwater model platform used by regulatory agencies. Other alternative options for dynamic storm simulation could be PCSWMM or INFOWORKS, which have additional simulation and reporting features that could be key specific solutions.

Concurrently with stormwater modeling our team of experts will discuss with the City potential practical flood mitigation solutions, knowing the budget limitations of the grant funding. In addition to exfiltration trenches, additional conceptual solutions could involve underground storage, stormwater wells, increased conveyance capacity and potentially a stormwater lift station and force main, to increase the discharge capacity of the basin. The conceptual alternative along with associated modeling and cost comparison will provide the City means of choosing the final level of service and solutions to implement.

Establish a Level of Service (LOS)

The stormwater evaluation performed by others includes a proposed target level of service for stormwater improvements as a 25-year, 24-hour storm event. After our team creates a predictive stormwater model and confirms field conditions, we will revisit the expected level of service and estimated costs with the City.

In addition, our team will confirm with the City that the replacement of other utilities in the corridor will be of the same diameters and capacities and will rely on the City's hydraulic models for these decisions. Additional hydraulic modeling for water and sewer can be performed if needed.

Field Verification with Geotechnical Testing

Obtaining supplement information from field activities is important to help establish realistic outcomes in stormwater predictive modeling. Geotechnical field tests such as hand auger, spt borings, soil classification and percolation tests should support the use of exfiltration trenches that can properly drain to avoid the localized flooding. If optimal conditions are not present, the team will have to evaluate other possible solutions such as collection and other means of local detention or increasing the capacity of stormwater discharge with increased drainage conveyance or small stormwater lift station(s) and force mains to

designated tidally influence discharge points that will permit an increase discharge of stormwater peak flow.

Corridor Evaluation

As is the case with every linear conveyance project, the corridors shall be evaluated for potential conflicts. As seen on Exhibit 12, the San Castle neighborhood already has existing City utilities. In addition, there are third party utilities such as power and communication that are in the proposed work areas. A sequencing plan should be able to identify how to most optimally use the available corridors. Existing utility services need to be maintained while new replacement parallel utilities are being built and commissioned. In addition, available space needs to be accounted for in stormwater capture and conveyance as part of the road restoration and flood mitigation efforts.

Environmental Assessment

Unlike the Phase 1 Environmental Site Assessments, the NEPA environmental assessments include a thorough evaluation of potential detrimental impacts from implemented solutions. Each possible solution identified may have a different environmental impact that may require mitigation. However, a key element of these environmental assessments is precisely to have an alternative analysis as part of the evaluation.

As our team develops proposed stormwater flooding and AC pipe replacement solutions, potential environmental impacts and potential mitigation will be identified and weighed as part of the decision making process.

Identifying the right solution

Once all of the steps above have been completed, our Team in a collaborative workshop environment will present the results of the evaluation along with supporting information to determine the most optimal cost-effective solutions for implementation.

This will present a forum for City staff to provide input, ask questions and get clarifications. The lowest cost solution may at times not necessarily be the best solution, and the most easily implementable solution, can at times create excessive operational and maintenance headaches, which City staff may not want to undertake. It is important that decisions be reached in a collaborative environment and by consensus, which provide a firm step forward towards project buy-in from stakeholders.

Keeping in mind schedule and budget, we will prepare a conceptual 30% design of the selected alternative to ensure no conflicts or additional information are required. The conceptual 30% design plans will include alternative roadway typical cross sections and proposed utility alignments along with a preliminary opinion of probable construction cost to be submitted to the City and for stakeholder review. Upon completion of the review, Wade Trim will conduct a design review meeting with the City and stakeholders to review major design discussions and any comments.

5 Detailed Design

Introduction

Our team has performed a thorough review of the stormwater evaluation and the grant funding request and understands the City's objective of mitigating current and future flooding caused by rain events and sea-level rise. Our detailed design approach is focused on enhancing the decision making of the stormwater evaluation with stormwater modeling and preparing a conceptual design incorporating the information gathered during preliminary design phase, and then developing a finished permittable and constructable design package. The detailed design phase follows the flow of the water through the improvements starting as the rainfall lands on the ground surface to be guided into a collection inlet where it will enter the conveyance system to be routed to selected storm flooding mitigation option which could be from exfiltration trenches, to increased conveyance capacity or stormwater pump station and pumped through the discharge force main to the a designated discharge points that has yet to be evaluated.

Selecting the most feasible and cost-effective design options based on stakeholder analysis and input

The key to a successful neighborhood improvement project is a design philosophy that focuses on the clients needs and budgets while improving conditions for the residents and businesses. Proactive interactions with City staff, business owners, and residents will provide feedback and guiding principles to include all major stakeholders and gain a sense of shared ownership in the successful completion of the project. Our Design Team has an intimate understanding of implementing stakeholder involvement from unmatched boots-on-the-ground experience our Key Personnel have from previous neighborhood improvement projects like Sunset Harbour, Palm and Hibiscus, Española Way, First Street, and Flagler Street Downtown Beautification.

Preparing detailed construction plans, including specifications, materials, and construction techniques.

Design Process

After reviewing and addressing all comments from the City and other stakeholders during preliminary design phase, we will further develop the design and complete 60% and 90% submittals including a design meeting workshop held after each submittal to discuss and confirm understanding of comments. Design submittals are anticipated to include at a minimum all applicable calculations, general notes, roadway plans, utilities plan and profiles, traffic control, erosion control, landscape plans, harmonization plans, where needed,

details, as well as specifications and an updated opinion of probable construction cost. Final design plans to be used for the bidding phase will address any comments received from the permitting agencies, City staff, and other key stakeholders. During the bidding phase our design team anticipates supporting the City with the bid advertisement process, responses to bid questions, reviewing bids, and then production of the 100% IFC Signed and sealed documents incorporating any changes or clarifications during the bid process. A detailed design process workflow is shown on Table 3 on the next page.

Harmonization

Road raising may be one of the potential solutions for this project, and if implemented it can create additional challenges. One of the potential challenges that comes with elevating the roads is harmonizing with adjacent private properties, as well as harmonizing private property to private property. In some cases, properties have already been built to a higher floor elevation, and in other the finished floor elevation may end up below the road level. Harmonization is also the best opportunity to turn a temporary inconvenience into a quality-of-life improvement for the neighborhood residents and businesses. Our team understands that there is no universal solution for harmonization on this project and each property will need to be analyzed individually to develop the best site-specific design.

Our team will draw on the experience of the hundreds of individual harmonizations designed and constructed previously for Miami Beach. This experience has created a large toolbox for both harmonization between private property and the road and harmonization between each adjacent property. Factors such as accessibility, practicality, and cost will be taken into consideration for all proposed harmonization solutions. Our team is also experienced in assisting agencies in obtaining construction and maintenance easements when harmonization carries outside of the right of way.

The current neighborhood does not include bicycle lanes or ADA access. Our Team will pay close attention to ADA and pedestrian access throughout the design process. Pedestrian pathway grades and widths will meet ADA minimums both during and after construction, and all curb ramps will follow ADA standards with proper detectable warning surfaces. Any collection grates within a pedestrian pathway will meet current heel proof requirements. Providing additional crosswalks and crosswalk signals will also improve pedestrian connectivity and mobility.

Developing a comprehensive traffic management plan to minimize disruptions during construction.

Traffic Control Plan

The most effective traffic control plan (TCP) is one that minimizes interaction between the public and the construction activities, minimizes traffic shifts, and promotes safety above all. For this project, our team will give consideration not only to maintaining vehicular traffic, but also to maintaining a safe route for pedestrians and bicyclists. Due to the nature of this project, we will pay particular attention to maintaining access to all properties throughout construction and minimizing the duration of construction operations. To achieve this, we will develop a TCP that allows for construction to occur in as few phases as possible and minimize our footprint and presence in the area as much as possible. Our TCP will provide pedestrian detours and signage as required during any sidewalk construction and address any partial or temporary road closures. We are aware of the impacts that a project of this magnitude can have on the surrounding public so it will be essential to keep the public informed of construction operations by providing advance warnings and notifications.

A comprehensive Site Safety Plan will be required from the contractor, which will be available in the field offices and job sites, and will be utilized to indicate OSHA work requirements, emergency contact numbers and safety information. This plan will be continuously monitored during construction and pedestrian and vehicular traffic control plan will be inspected regularly to maintain safety compliance.

Similarly, our project will require the contractor to develop, implement and maintain a Stormwater Pollution Prevention Plan (SWPPP), to install pollution control devices and to comply with the National Pollutant Discharge Elimination System (NPDES) as dictated by the United States Environmental Protection Agency (EPA), and will be monitored daily during construction, to verify that the contractor is maintaining all required mechanisms to avoid environmental impacts during construction, and maintain our quality levels of nutrients in the adjacent bodies of water, such as the intracoastal waterway, and also the ground water.

Application of quality control procedures, best practices and design standards.

At Wade Trim, we understand the importance of quality deliverables for every project. We are committed to delivering high-quality design and construction deliverables that aim to exceed client expectations and meet industry standards of care and are supported by our diligence to adhere to a Quality Plan that embraces proven quality review procedures.

Wade Trim recognizes the importance of the accuracy, competency, and completeness of services and deliverables. Our clients and the public expect quality solutions. Wade Trim's service perspective is anchored in our core values to drive our comprehensive quality efforts: Client Focus, Accountability, Safety, and Professional Ethics.

Coordinating with external utility companies to relocate or adjust any utilities that might be affected by the Project.

Once the design is defined, our engineers can contact utility owners and discuss any potential relocations required by the proposed improvement.

	Our Team will schedule, coordinate and track utility meetings to document all relocation requirements. Being able to identify this early on, is key to avoiding scheduling impacts from utility conflicts in our projects. We will carefully consider any utility relocations required within a specific area to avoid repetitious disruption during the main-line work, and will require restoration operations to commence as soon as practicably possible following the completion of a segment of work. 6 Cost Estimation & Timeline Preparing detailed cost estimates at each phase of design. A probable cost estimate will be prepared at each phase of the project and applicable contingency percentages will be applied based on level of design completion. Market prices will be reviewed and analyzed from similar project contractor bids, manufacturer's pricing, FDOT historical average cost, and other resources. 7 Permitting and Regulatory Compliance Introduction The Wade Trim Team has a long history in SE Florida, meaning that we know the regulations, conditions, constraints, permitting and construction issues related to infrastructure improvement projects such as roadway, stormwater management, sanitary sewer and water related projects in highly urbanized areas. This experience not only gives our team knowledge but also allows our team to build professional relationships with the appropriate local agencies and stakeholders that allow us to keep the work moving forward. Our experience working in SE Florida on capital improvement and construction management services has provided us with a deep understanding of local, state and federal regulations, including zoning, environmental and safety standards.

E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., CONSULTANT and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. CONSULTANT shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that CONSULTANT is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any sub-consultant or lower tier subcontractor with the clauses set forth in this section.

Line Item	Description	Response *
1	I Hereby Acknowledge the E-VERIFY Information Above and Will Abide By Everything in this Section.	(•) Yes ( ) No

SCRUTINIZED COMPANIES DETERMINATION

By submission of this qualification package and if selected by the City as the CONSULTANT, execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT, certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT 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, nor 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 the CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT 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, 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 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 Section 287.135, Florida Statutes, as amended from time to time.

Line Item	Description	Response *
1	I Hereby Acknowledge the Scrutinized Companies - Florida Statute 287.135 and 215.473 Information Above and Will Abide by Everything Outlined in this Section.	(•) Yes ( ) No

VENDOR DRUG FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal/qualification package certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State 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:
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.
1. 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.
2. Give each employee engaged in providing the commodities or contractual services under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section 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.
5. Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Line Item	Description	Response *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything in this Section.	Yes

OFFEROR'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	41 years
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute.	N/A
3	Under what former name (s) had your business operated? Also list former address(es) of that business, if any.	Edwin Orr Engineering
4	Have you ever been disbarred or suspended from doing business with any governmental entity? If Yes, explain.	No
5	Are you licensed? If Yes, attach copy of license to submission package.	Yes. Please see either document 6 in the Document uploads or Section 10 of our Detailed Qualifications Statement
6	Has your company ever declared bankruptcy? If Yes, explain.	No

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Offerors, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Qualification.

Line Item	Description	Response *	Options
1	Company Name	Wade Trim, Inc. (Florida)	
2	Address	3790 Dixie Hwy NE, Ste D	
3	Telephone	813-855-1615	
4	City	Palm Bay	
5	State	FL	
6	Zip Code	32905	
7	Contractor's License Number	H05938	
8	Federal Tax ID Number	59-2417170	
9	Email address for above signer	tbrzezinski@wadetrim.com	
10	Indicate which type of organization from the list in the Options Column	Corporation	Corporation

References

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein.

References – Past Performance

Provide at least three (3) reference projects of a similar size, scope, and complexity that have been completed by your firm within the last ten (10) years, which demonstrate the experience of the firm and the key members that will be assigned to provide the services as required by this Project.

A project "similar in scope" is defined as a project that includes some or all of the following components: design of a new stormwater conveyance system, stormwater pump station, force mains, road restoration, and other related restoration work.

A project "similar in size" is defined as a project completed under the Design-Bid-Build method, which was at least $10,000,000 in cost (design and construction).

A. For each reference project, provide the following information:
B. Client Name/Owner's Representative name, address, phone number, and email address.
C. Name and location of the project. Description of the Scope of Work.
D. Role your company provided.
E. Date project was completed or is anticipated to be completed.
F. Saving is achieved through value engineering or other innovative design approaches.
G. The total amount of approved Change Orders.
H. Present status of the project.

The City is interested in learning about 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** 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.

Description	Reference 1 *	Reference 2 *	Reference 3 *	Reference 4 – Additional	Reference 5 – Additional
Name of Firm:	FGUA	Brevard County	City of Miami Beach	North Bay Village (BCC Reference, Major Subconsultant)	
Scope of Work:	American Beach Water & Sewer Improvements	SOIRL Septic to Sewer Conversion (Zones N, M, T)	Sunset Harbour Neighborhood and Pump Station Improvements	North Bay Village Stormwater Design Management Support	
Cost of Service:	$9M (construction)	$32.9M (construction)	$26M (construction)	$944,431 (design)/ Managing the Village's $60M Stormwater Bond Program	
Date of Service:	2020-2024	2020-2026	2014-2022	2919-Ongoing	
Contact Person:	Teresa Irby-Butler, P.E., CGC, ENV SP Capital Project Manager	Lucas Siegfried, PE	David Gomez 305.673.7071	Frank Rollason, Village Manager	
Email:	Tirbybutler@govmserv.com	lucas.siegfried@brevardfl.gov	davidgomez@miamibeachfl.gov	VillageManager@nbvillage.com	
Phone #:	407-629-6900 x 106 office 407-608-2846 cell	321.633.2089 office 321.350.8384 cell	305.673.7071, Ext. 26732	Office 305.756.7171 M 305.299.7300	
Address:	280 Wekiva Springs Road, Suite 2070 Longwood, FL 32779-6026	2725 Judge Fran Jamieson Way, A-213 Viera, FL 32940-6602	1700 Convention Center Drive, Miami Beach, FL 33139	1666 John F Kennedy Causeway 3rd Floor North Bay Village, FL 33141	

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-consultant

The Proposer proposes the following major sub-consultants for the major areas of work for the Project. The Proposer is further notified that all sub-consultants 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 sub-consultants, if required.

Owner reserves the right to reject any sub-consultant who has previously failed in the proper performance of an award 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 sub-consultant in order to make a determination as to the foregoing.

☐

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name *	**Address** *	**Scope of work** *	**license No** *
BCC Engineering, LLC	6401 SW 87th Avenue, Suite 200, Miami, FL 33173	QA/QC, Technical Advisors, Roadway Design, Stormwater Drainage, Hydraulic Modeling, Cost Estimating, Grant Administration	PE FL License #7184
Avirom & Assoc.	50 S.W. 2nd Avenue, Suite 102 Boca Raton, FL 33432	Surveying Services	FL Professional Surveyor and Mapper Business License #LB3300
Corrosion Control Inc.	494 Fairplay Street Rutledge, GA 30663	Corrosion Control	Docket #27851269
Electrical Design Associates	7284 West Palmetto Park Rd, Suite 302-S, Boca Raton, FL 33433	Electrical Engineering	PE FL License #8079
Inframap Corp.	1100 N. Florida Mango Road, Unit 308, West Palm Beach, FL 33409	SUE Services	FL Professional Surveyor and Mapper License #LS5708
McFarland Johnson	4601 Sheridan Street, Suite 500 Hollywood, FL 33021	Environmental, Blue Green Stormwater Infrastructure	FL PE License Thomas Kendrick (Registry) PE FL #33800
South Florida Engineering Services, Inc.	1224 Haywagon Trail Loxahatchee, FL 33470	Construction Inspection	Aaron Cutler, Construction Industry Licensing Board #CGC1520812
Terracon Consultants, Inc.	1225 Omar Rd. West Palm Beach, FL 33405	Geotechnical Engineering	Rutugandha Nulkar, PE License #PE70625
The Merchant Strategy, Inc.	1804 North Dixie HIghway, Suite B West Palm Beach, FL 33407	Public Outreach	Business does not need license

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.

RFQ FORMS

The Offeror will submit a response to the solicitation (RFQ) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.

The Offeror must be licensed to do business as an individual, partnership, or corporation in the State of Florida.

All qualification package forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.

All qualification package submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

THE FOLLOWING FILLABLE DIGITAL FORMS HAVE BEEN CREATED AND MUST BE SUBMITTED / ACKNOWLEDGED WITH EACH BID:

Certification

Vendor Drug-Free Workplace

Qualification Statement

References

Scrutinized Companies List

E-Verify Compliance

Sub-Consultant Form

Firm's Primary Ownership

FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION

I. Document Upload 1: Complete Qualification Package as described in SECTION III – Detailed Qualification Package

DETAILED QUALIFICATION PACKAGE

Prospective Offerors interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged. Each of the TEN (10) sections listed below shall be completed online through the e-procurement system and uploaded into DOCUMENT 1..

THE QUALIFICATION PACKAGE IS TO BE COMPLETED ONLINE

1. Letter of Interest

The Letter of Interest shall summarize the Offeror's primary qualifications and a firm commitment to provide the proposed services. The Letter of Interest shall be signed by the Offeror or person authorized to bind the Offeror to the submitted RFQ.

2 .Standard Form 330 (Parts I and II) – Firms Qualifications

The Standard Form 330 Architect/Engineer Qualifications for previous projects must be included as part of the RFQ response. Firms shall complete both Part I and II of the Standard Form 330 for projects completed within the past ten (10) years so that the City can obtain adequate information for this RFQ.

3. Certified Minority Business Enterprise

Please identify if you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.

The Prime Consultant will receive 10 points meeting this definition, and any sub-consultants will receive 5 points utilizing the weights described in SECTION IV – EVALUATION OF QUALIFICATION PACKAGE if this requirement is met.

Note: Pursuant to the Consultants' Competitive Negotiation Act ("CCNA"), a certified minority business enterprise is defined in accordance with the Florida Small and Minority Business Assistance Act. Pursuant to the Florida Small and Minority Business Assistance Act, a certified minority business enterprise is an entity that has been certified by the Florida Department of Management Services, Office of Supplier Diversity ("OSD"). If you are a Certified Minority Business Enterprise, please provide proof of your certification by the Florida Department of Management Services, Office of Supplier Diversity ("OSD")

4. Offeror's Qualifications

Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from prime and supporting firms.

Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.

Please clearly describe all aspects of the project proposed.

Include details of your approach and work plans.

Identify any issues or concerns of significance that may be appropriate.

Identify any sub-consultants you propose to utilize to supplement your Firm's staff.

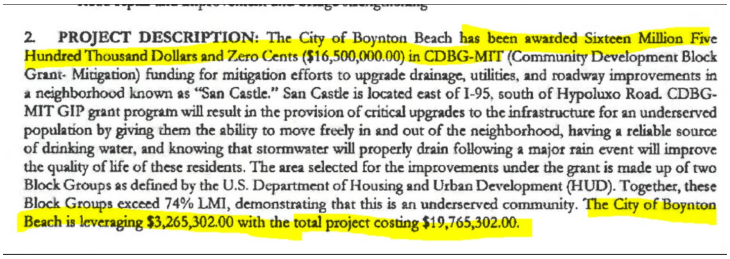
If the Principal Place of Business is different from the location specified in the Offeror's Qualification Statement, then the Offeror shall specify the office location where each project will be managed and produced.

5. Willingness to meet budget and timeline requirements:

Please advise if your firm is willing to meet the following time and budget requirements.

a. **Budget:** The Budget for this project is as follows:
    i. $19,765,302.00
        a. **Funding Sources:**
            i. $3,265,302 – City Fund
            ii. $16,500.00 - Federal Department of Economic Opportunity (CDBG-MIT)

Please note that during this portion of the process, the City is NOT asking for the firms to submit pricing. After the evaluation committee has selected the firms in order of preference, the City shall negotiate a contract with the most qualified firm for professional services at compensation, which the agency determines is fair, competitive, and reasonable. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the next most qualified firm.



2. **PROJECT DESCRIPTION:** The City of Boynton Beach has been awarded Sixteen Million Five Hundred Thousand Dollars and Zero Cents ($16,500,000.00) in CDBG-MIT (Community Development Block Grant- Mitigation) funding for mitigation efforts to upgrade drainage, utilities, and roadway improvements in a neighborhood known as "San Castle." San Castle is located east of I-95, south of Hypoluxo Road. CDBG-MIT GIP grant program will result in the provision of critical upgrades to the infrastructure for an underserved population by giving them the ability to move freely in and out of the neighborhood, having a reliable source of drinking water, and knowing that stormwater will properly drain following a major rain event will improve the quality of life of these residents. The area selected for the improvements under the grant is made up of two Block Groups as defined by the U.S. Department of Housing and Urban Development (HUD). Together, these Block Groups exceed 74% LMI, demonstrating that this is an underserved community. The City of Boynton Beach is leveraging $3,265,302.00 with the total project costing $19,765,302.00.

6. Location

Please provide the address and the primary location on where work will be performed by your firm for this project. If services will be performed by different offices (such as a joint venture) provide a location for each firm.

7. Financial Information

Financial Stability: The Firm shall demonstrate financial stability. Firm shall provide a statement of its financial stability, including information as to current or prior bankruptcy proceedings. Qualification Packages shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a balance sheet, an income statement, and a statement of cash flows.

Financial Statement: The Firm shall include a copy of its latest audited financial statements. If the Firm is a corporation, it shall submit a copy of the corporation's latest audited financial statements. In the event the Firm does not have audited financial statements, it may substitute non-audited financial statements and complete federal tax returns for the last two (2) years.

8. Current and Projected Workload of the Offeror (by office local, if applicable)

a. Provide quantitative data that clearly indicates the ability of the Offeror to devote the necessary time and resources to successfully complete the service and projects promptly. Current and projected workload data shall be provided for each key project member as follows:
b. Current project work listing and remaining labor commitments.
c. Historically, describe the typical number of projects handled by the Offeror's key project managers at any given time.
d. Projected workload of project management activities as defined in the scope of services.
e. Identify any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work.

9. References – Past Performance

a. Provide at least three (3) reference projects of a similar size, scope, and complexity that have been completed by your firm within the last ten (10) years, which demonstrate the experience of the firm and the key members that will be assigned to provide the services as required by this Project.

   A project "similar in scope" is defined as a project that includes some or all of the following components: design of a new stormwater conveyance system, stormwater pump station, force mains, road restoration, and other related restoration work.

   A project "similar in size" is defined as a project completed under the Design-Bid-Build method, which was at least $10,000,000 in cost (design and construction).

   For each reference project, provide the following information:

   Client Name/Owner's Representative name, address, phone number, and email address.

   Name and location of the project. Description of the Scope of Work.

b. Role your company provided.
c. Date project was completed or is anticipated to be completed.
d. Saving is achieved through value engineering or other innovative design approaches.
e. The total amount of approved Change Orders.
f. Present status of the project.
g. **The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.**
h. 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** 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.

i. **Submittal of General Information and Procurement Forms and Documents**

   Procurement forms must be completed, signed, and notarized when required and submitted. In addition, all other requests and supporting documentation should be included.

10: EXHIBITS A to F - Federal Grant Provision - Notarization Required

See SECTION I – INSTRUCTIONS TO OFFERORS -1.12 RFQ FORMS.

a. In addition to the standard required forms. The Offeror shall complete the following for this federally funded grant project.

Document Upload 1: Complete Qualification Package as described in SECTION III - Detailed Qualification Package

Document Upload 2: Non-Collusive Affidavit & Acknowledgement

Document Upload 3: Scrutinized Companies Affidavit

Document Upload 4: Foreign Entity Ownership Affidavit

Document Upload 5: Anti-Human Trafficking Affidavit

Document Upload 6: Proof of State Certified or County Competency

Document Upload 7: Certificate of Insurance – Proof of Requirements

Document Upload 8: Internal Revenue Service Form W-9

Document Upload 9: Anti Kick Back Affidavit and Public Entity Crimes Form

Document Upload 10: EXHIBITS A to F - Federal Grant Provision - Notarization Required

- Document Upload 1: Complete Qualification Package as described in SECTION III – Detailed Qualification Package - Wade Trim_City of Boynton Beach San Castle_FINAL_052225_rev.pdf - Thursday May 22, 2025 14:44:36
- Document Upload 2: Non-Collusive Affidavit & Acknowledgement - Doc 2_Non-Collusion Affidavit.pdf - Tuesday May 20, 2025 15:55:34
- Document Upload 3: Scrutinized Companies Affidavit - Doc 3_Certification Pursuant to Florida Statute 287.135.pdf - Tuesday May 20, 2025 15:56:03
- Document Upload 4: Foreign Entity Ownership Affidavit - Doc 4_Affidavit of Compliance with Foreign Entity Laws.pdf - Tuesday May 20, 2025 15:56:12
- Document Upload 5: Anti-Human Trafficking Affidavit - Doc 5_Affidavit of Compliance with Anti-Human Trafficking.pdf - Tuesday May 20, 2025 15:56:24
- Document Upload 6: Proof of State Certified or County Competency - Doc 6_Cert of Good Standing 12-31-25.pdf - Tuesday May 20, 2025 15:57:22
- Document Upload 7: Certificate of Insurance – Proof of Requirements - Doc 7_WT COI.pdf - Tuesday May 20, 2025 16:35:20
- Document Upload 8: Internal Revenue Service Form W-9 - Doc 8_W9 - Updated 03-24.pdf - Tuesday May 20, 2025 15:31:26
- Document Upload 9: Anti Kick Back Affidavit and Public Entity Crimes Form - Doc 9_Anti-Kickback and Public Entity.pdf - Tuesday May 20, 2025 16:02:18
- Document Upload 10: EXHIBITS A to F - Federal Grant Provision - Notarization Required - Doc 10_Exhibits A to F.pdf - Tuesday May 20, 2025 16:00:23
- Additional Document - Doc 11_Qualification Statement.pdf - Tuesday May 20, 2025 16:11:29

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting agreement/contract. The term "vendor," as used below, may collectively apply to vendors, bidders, Offerors, consultants, contractors, subcontractors, and sub-consultants.

1. **FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:**

   Before submitting a proposal to this RFQ, Offerors shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

   Offerors must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Offeror shall not be a cause for relief from responsibility.

2. **NON-COLLUSION**

   Offeror shall not collude, conspire, connive, or agree, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the proposal submission form or of any other Offeror, or to fix any overhead profit, or cost elements of the proposal price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Offeror, or any person interested in the proposed work. The Offeror certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

3. **LEGAL CONDITIONS**

   Offerors are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Boynton Beach.

4. **CONFLICT OF INTEREST**

   The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5. **ADDITIONAL HOURS QUANTITIES**

   The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices bid/proposal in this solicitation.

   If additional quantities are not acceptable, the bid sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

6. **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.

7. **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 Offeror will in no way be a cause for relief from responsibility.

8. **ON PUBLIC ENTITY CRIMES**

   All Request for Proposals, Request for Qualifications, Invitations to Bid 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, vendor, 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".

9. **FEDERAL AND STATE TAX:**

The City of Boynton Beach is exempt from Federal and state taxes.

10. **PURCHASE ORDER REQUIRED:**

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

11. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:**

The Offeror certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Offeror further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Offeror.

Offeror certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

12. **PALM BEACH COUNTY INSPECTOR GENERAL:**

The Offeror and, if awarded Consultant, 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 agreement/contracts resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement/contract justifying its termination.

13. **OTHER AGENCIES**

All Consultant(s) awarded contracts resulting from this RFQ and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Offeror(s).

14. **VENUE AND GOVERNING LAW:**

Any and all legal actions arising from or necessary to enforce this solicitation and resulting agreement/contract will be held in Palm Beach County and shall be interpreted according to the laws of Florida.

15. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

16. **INDEPENDENT CONSULTANT RELATIONSHIP:**

The Offeror and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting agreement/contract, an independent Consultant and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to the agreement/contract shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent Consultant and not as employees or agents of the City.

17. **OMISSION OF DETAILS**

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

18. **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 Offeror 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 the award of contract to the Offeror. 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.

19. **LEGAL EXPENSES:**

The City shall not be liable to a Offeror for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the agreement/contract or from any other matter generated by or relating to the agreement/contract.

20. **NO THIRD-PARTY BENEFICIARIES:**

No provision of this RFQ or agreement/contract to follow with Consultant is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Offeror.

21. **DIRECT OWNER PURCHASES:**

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City’s suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

22. **SCRUTINIZED COMPANIES:**

By submission of a proposal for this solicitation, CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

23. **DISCRIMINATORY VENDOR LIST**

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website.

Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

24. **NON-EXCLUSIVE**

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida agreement/contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida agreement/contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreement/contracts for goods and services falling within the scope of this solicitation and resultant agreement/contract when the specifications differ from this solicitation or resultant agreement/contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant agreement/contract.

25. **BUSINESS INFORMATION**

If a proposing firm is a Joint Venture for the goods/services described herein, the Offeror shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

26. **AGREEMENT/CONTRACT**

Offeror agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding agreement/contract is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Offeror. The Offeror certifies that the proposal has been made by an officer or employee having the authority to bind the Offeror.

27. **ENDORSEMENTS**

No endorsements by the City of the goods and/or services will be used by the Offeror in any way, manner, or form.

28. **DRUG-FREE WORKPLACE**

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

A. 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.
B. Inform employees about the dangers of drug abuse in the workplace, the Offeror'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.
C. Give each employee engaged in providing the services that are under agreement/contract a copy of the statement specified in Item A above.
D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under agreement/contract, the employee will abide by the terms of the statement and will notify the Offeror of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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) calendar days after such conviction or plea.
E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.
F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

29. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT**

Offeror represents and certifies that Offeror and all Sub-consultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Offeror represents and certifies that Offeror and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

30. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Consultant. Offerors are further notified that the City's governing body may not give preference to a Offeror based on the Offeror's social, political, or ideological interests.

31. **RIGHTS IN DATA**

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Offeror pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

32. **DOCUMENTATION OF COSTS**

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

33. **PUBLIC RECORDS**

Sealed documents received by the City in response to a Request for Proposals, Request for Qualifications, or Invitation to Bid are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFQ, RFP, or BID unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the agreement/contract which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the agreement/contract, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Offeror believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

Keep and maintain public records required by the City to perform the service.

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.

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, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and

Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant 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.

Failure of the Consultant to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting agreement/contract. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE

100 EAST OCEAN AVENUE

BOYNTON BEACH, FLORIDA, 33435

561-742-6060

CityClerk@bbfl.us

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Tom Brzezinski, Executive Vice President, Wade Trim, 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
Addenda No. 6 Tue May 13 2025 05:58 PM	☑	–
PWE25-009 - San Castle CDBG MIT - Addendum No. 5 Mon April 28 2025 10:19 AM	☑	–
Addenda No. 4 Tue April 8 2025 02:33 PM	☑	2
Addenda No. 3 Tue March 11 2025 02:52 PM	☑	–
Addenda No. 2 Wed February 26 2025 05:51 PM	☑	–
N/A Wed February 26 2025 05:48 PM	☑	–
Addenda No. 1 Fri February 14 2025 04:12 PM	☑	1



RFP NO. PWE25-009

Engineering Design and Environmental Review Services

SAN CASTLE - GRANT FUNDED

MAY 22, 2025

WADE TRIM

FL LA6667249

Wade Trim, Inc.
9100 S. Dadeland Boulevard, Suite 1500 • Miami, FL 33156
786.361.1645 • 800.482.2864 • www.wadetrim.com

Section 1. Letter of Interest

May 22, 2025

City of Boynton Beach
Room 115
100 E. Ocean Avenue
Boynton Beach, FL 33435

Re: Engineering Design and Environmental Review Services - San Castle - Grant Funded

Dear Selection Committee Members:

The City of Boynton Beach is embarking on several pivotal community improvement projects which will ensure residents of these community a better quality of life. We commend the City on the important steps leadership has taken to ensure that these projects are well positioned for successful implementation and delivery. We understand that the City has done a stormwater evaluation for these areas. We also acknowledge that a substantial grant has been secured through the Florida Department of Commerce, US. Department of Housing and Urban Development (HUD) Community Development Block Grant – Mitigation (CDBG-MIT) for the San Castle community.

The San Castle community is one of the focus areas that needs critical upgrades to benefit an underserved population of residents. We recognize that through this project it is the City's goal to give the residents the ability to move freely in and out of the neighborhood, have a reliable source of drinking water, and know that stormwater will properly drain following a major rain event. The purpose of this transformative project is to implement mitigation activities to increase resilience to disasters, reduce or eliminate the long-term risk of loss of life, injury, or damage to and loss of property, and therefore ensure the safety and quality of life for this community throughout regular day-to-day activities, as well as severe weather events.

This type of project demands a highly experienced and collaborative team that will work with the City as a trusted partner to achieve these important goals. Wade Trim has assembled and committed a team with extensive experience in very similar projects across SE Florida that provided the transformative results that those communities needed. The Wade Trim team, along with our partner **BCC Engineering**, have delivered several award-winning projects for the City of Miami Beach, one of which gained national recognition. These projects addressed the need for creative and viable solutions to the ever-present challenges of climate change impacts and resiliency needs that our coastal communities now face. **Through our proposal we will also demonstrate how our team is well versed in the grant administration required, as well as the environmental study expertise that is necessary to properly manage the grant funding type that the City has secured for this project.**

Additionally, we recognize the important value it brings to a project to have local and minority business partners that know and understand the community and its needs. We have included key partners that will provide important services such as **public outreach and engagement,** provided by **Merchant Strategy**, **NEPA environmental reviews and studies**, provided by **McFarland Johnson** and other key support services that are highlighted in our proposal. This will ensure that our team best understands the needs of the San Castle community and is best positioned to deliver on goals of this vital project.

In closing, Wade Trim is committed to becoming a trusted partner to the City of Boynton Beach on this transformative project and well into the future for the City's growth and progress needs. Although we have not worked for the City in the past, members of the City staff have prior experience with Wade Trim and our partners, and therefore understand that our client promise—to be responsive, reliable, and resourceful—is more than just a slogan. It is a core cultural value that ensures that we truly embrace and fully commit to being a valued partner to the City of Boynton Beach.

We thank the City of Boynton Beach for the opportunity to submit this proposal and we look forward to serving you as a valued client. If you have any questions, please feel free to contact us at the number or email below.

Tom Brzezinski, PE
Principal-in-Charge, Executive Vice President
813.678.2634

Authorized Signatory

Shari Ramirez, PE
Project Manager
786.361.1644
sramirez@wadetrim.com

P3OMISE to our clients

RESPONSIVE
We will act quickly and positively, adapting our work approach to meet the needs of the project.

RELIABLE
We will collaborate closely with clients, advising and earning trust with each deliverable.

RESOURCEFUL
We will seek creative solutions, delivering technical excellence to the project's challenges.

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FIRM QUALIFICATIONS

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Architect-Engineer Qualifications

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (CITY AND STATE)

Engineering Design and Environmental Review Services - San Castle - Grant Funded

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
January 30, 2025	RFQ No. PWE25-009

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Tom Brzezinski, PE / Executive Vice President

5. NAME OF FIRM

Wade Trim, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
813.678.2634	N/A	tbrzezinski@wadetrim.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	PRIME	J-V PARTNER	SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
A.	X			☑ CHECK IF BRANCH OFFICE **Wade Trim, Inc.**	9100 S. Dadeland Boulevard, Suite 1500, Miami, FL 33156	Project Management, QA/QC, Technical Advisor, Stormwater Pumping & Conveyance, Utilities Pipeline, Harmonization, Hydraulic Modeling, Conveyance Pipe Design, Pump Station, Structural Design, Water Main, Sanitary Force Main, Gravity Sewer, Constructability, Cost Estimating, Permitting, Grant Management, Utility Coordination, Bidding Assistance, Construction Engineering
B.			X	☑ CHECK IF BRANCH OFFICE **BCC Engineering, LLC**	6401 SW 87th Avenue, Suite 200, Miami, FL 33173	QA/QC, Technical Advisor, Roadway Design, Harmonization, MOT, Stormwater Drainage, Hydraulic Modeling, Grant Administration, Street Lighting, Signalization, Signing & Pavement Marking, Cost Estimating
C.			X	☐ CHECK IF BRANCH OFFICE **Corrosion Control Inc.**	494 Fairplay Street Rutledge, GA 30663	Corrosion Control
D.			X	☑ CHECK IF BRANCH OFFICE **Inframap Corp.**	1100 N. Florida Mango Road, Unit 308, West Palm Beach, FL 33409	SUE Services
E.			X	☑ CHECK IF BRANCH OFFICE **McFarland-Johnson, Inc.**	4601 Sheridan Street, Suite 500 Hollywood, FL 33021	Environmental, Blue/Green Stormwater Infrastructure
F.			X	☐ CHECK IF BRANCH OFFICE **South Florida Engineering Services, Inc. (SFES)**	1224 Haywagon Trail Loxahatchee, FL 33470	Construction Inspection
G.			X	☑ CHECK IF BRANCH OFFICE **Terracon Consultants, Inc.**	1225 Omar Rd. West Palm Beach, FL 33405	Geotechnical Engineering
H.			X	☐ CHECK IF BRANCH OFFICE **The Merchant Strategy, Inc.**	1804 North Dixie HIghway, Suite B West Palm Beach, FL 33407	Public Outreach
I.			X	☑ CHECK IF BRANCH OFFICE **Avirom & Associates, Inc.**	50 S.W. 2nd Avenue, Suite 102 Boca Raton, FL 33432	Surveying

25-0419

Architect-Engineer Qualifications

PART I - CONTRACT-SPECIFIC QUALIFICATIONS (Cont.)

C. PROPOSED TEAM (Cont.)

(Complete this section for the prime contractor and all key subcontractors.)

	PRIME	J-V PARTNER	SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
J.			X	☑ CHECK IF BRANCH OFFICE Electrical Design Associates, Inc.	7284 West Palmetto Park Rd, Suite 302-S, Boca Raton, FL 33433	Electrical

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☑ *Attached*

25-0419

ORGANIZATIONAL CHART

LEGEND
Wade Trim (WT)
BCC (BCC)
The Merchant Strategy (TMS)
McFarland Johnson (MCF)
South Florida Engineering Services (SFES)
Terracon (TER)
Corrosion Control Inc. (CCI)
Inframap (INF)
Avirom (AVI)
Electrical Design Associates, Inc. (EDA)

Key Personnel *

CITY OF BOYNTON BEACH

PROJECT MANAGER
Shari Ramirez, PE, ENV SP **(WT)***

PRINCIPAL-IN-CHARGE
Tom Brzezinski, PE **(WT)***

DESIGN MANAGER
David Mullen, PE **(WT)***

QA/QC | TECHNICAL ADVISORS
Freddy Betancourt, PE, LEED AP **(WT)***
Victor Herrera, PE **(BCC)***
Gary Prenger, PE **(WT)***

PUBLIC OUTREACH
Sharon Merchant **(TMS)***

ROADWAY DESIGN

LEAD
Andrew List, PE **(BCC)***

- Harmonization: David Mullen, PE (WT) *, Carlos Morales (BCC)
- Roadway Design: Andrew List, PE (BCC) *
- Signing & Pavement Marking: Keri-Ann Coore-Vickers, PE (BCC)
- Blue Green Stormwater Infrastructure: David Rosa (MCF), Edil H. Pena Jimenez (MCF)
- MOT/TTCP/SWPP: Oscar Oliva, PE (BCC)
- Stormwater Drainage: Lazaro Ferrero, PE (BCC)*

STORMWATER PUMPING AND CONVEYANCE

LEAD
David Mullen, PE **(WT)***

- Hydraulic Modeling: AJ Gutz, PE, LEED AP (WT)*, Jean Pierre Valle, PE, CFM, ENV SP (BCC)
- Conveyance Pipe Design: Sam Graybill, PE (WT)*, Anthony Vecchio, PE (WT)
- Pump Station/ Water Quality: Mike Demko, PE (WT)
- Structural Design: Jim White, PE (WT)
- Electrical and I&C: Dameion Danaldson, PE (EDA)

UTILITIES PIPELINE

LEAD
Salome Montoya, PE **(WT)***

- Water main: Shari Ramirez, PE (WT) *
- Sanitary Force Main: Lindsey Bohmann, PE (WT)
- Gravity Sewer: Oscar Duarte, PE (WT)
- Modeling/Assessments: Kyle Scott (WT)

CONSTRUCTION ENGINEERING

LEAD
Jim Gunther, PE **(WT)***

- Inspection: Aaron Cutler, CGC, PMP (SFES), Chase Jackson (WT)
- Constructability: Andy Franosz (WT), Rob Dickson (WT)
- Cost Estimating: Dan Diponio (WT), Jean Rodriguez, PE (BCC)
- Drone Operation/ Data Collection: Chase Jackson (WT)

- RFI
- CHANGE ORDERS
- SUBMITTALS
- PROJECT CLOSEOUT
- WARRANTIES
- O&M MANUALS
- SHOP DRAWINGS
- COMMISSIONING
- SPECIALTY SITE VISITS

SUPPORT SERVICES

- Permitting/Bidding: Shari Ramirez, PE, ENV SP (WT)*
- Survey: Michael J. Avirom, PSM (AVI)
- SUE: Paul Dean Engle, PSM (INF), Andres Mauricio Garcia (INF)
- Geotech/Hydrogeo: Rutu Nulkar, PE (TER)
- Corrosion Engineering: Craig Meier (CCI)
- Environmental: David Rosa (MCF)
- Grant Administration: Wayne Hofmann (WT), Jean Rodriguez, PE (BCC)
- Utility Coordination: Starr Alfonso (WT)
- Street Lighting: Hendric Mendez, PE (BCC)
- Signalization: Dacha Quintana, PE (BCC)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Shari Ramirez, PE, ENV SP, TTCP	Project Manager / Water Mains	A. TOTAL: 20	B. WITH CURRENT FIRM: 2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim Inc. (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering, Florida International University	Professional Engineer: Florida (No. 73078)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Shari is a Senior Engineer and Project Manager with 19 years of experience in design, permitting, bidding, grant administration, and construction administration of water, wastewater, and stormwater projects. She has been an engineer of record for multiple pipeline projects installed via traditional open-cut, pipe bursting, and horizontal directional drilling. She is a certified Envision Sustainability Professional and Temporary Traffic Control Professional.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
City of Miami Beach: 41st Street 20-inch Water Main Replacement (Miami Beach, FL)	2023	2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager and Engineer of Record responsible for the design, permitting, bidding and construction administration services of 1,200 LF of 20-inch water main replacement of which 820 LF of 20-inch HDPE DR 11 was installed via Horizontal Directional Drilling (HDD) crossing under the FDOT bridge and waterway (Biscayne Aquatic Preserve) and 380 LF of 20-inch Zinc Coated Ductile Iron with V-Bio Polyethylene Encasement via open cut. The project limits were along 41st Street (State Road) from Pine Tree Dr to Collins Avenue. The water main was permitted with FDEP, FDOT, USACE, RER, and FDOH. Expedited Design, Early Permitting, Maintenance of Traffic and Stakeholder coordination were key components in the successful construction of this water main emergency repair project.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
City of Hollywood: Grants Management Program (Hollywood, FL)	2022	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

Lead Engineer / Project Manager responsible for the grant management program for the City of Hollywood. The scope of work involved assisting with the identification and evaluation of available grant funding opportunities, preparation of grant/loan applications, monthly and quarterly reporting, existing and future grant administration, preparation of engineering supporting documentation, review of grant timelines and requirements. The list of projects involved water, wastewater, and stormwater infrastructure. Managed and executed the grants and loans funding applications submitted to Agencies like Broward County, FDOT, EPA, FDEO, FEMA, FDEP and others.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
City of Ft. Lauderdale: GT Lohmeyer WWTP 60-inch Redundant Effluent Force Main (Fort Lauderdale, FL)	2023	Ongoing (est. 2026)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Deputy Project Manager for the GTL WWTP Redundant Effluent Force Main project. Design-Build services led by Ric-Man Construction Florida, with Wade Trim providing design, permitting, and construction administration services. The project includes design of a 60-inch PCCP FM which will be redundant to an existing aging 54-inch FM. Approximately 4,000 LF of 60-inch FM will extend from the GTL WWTP Effluent Pump Station Building and connect to the five deep injection wells. The project requires extensive coordination with Stakeholders, Utility Owners and Permitting Agencies including Port Everglades, Cruise Terminal, Broward County, Buckeye Gas, FPL, Marathon Gas, FDEP, and City of Fort Lauderdale. The Project also included roadway widening and drainage improvements along Eisenhower Blvd.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
City of Sunrise: Golf Village Infrastructure Improvements (Sunrise, FL)	2021	2021

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

Senior Engineer/ Project Manager responsible for providing water modeling engineering analysis, basis of design report, design, and permitting services for the installation of water mains, force mains, and stormwater infrastructure. The improvements involved the design of 53,000 linear feet of water mains replacements of aging 6-inch to 12-inch PVC and asbestos pipes, upsizing existing 2-inch through 4-inch water mains, 7,000 linear feet of force main replacement of 6-inch through 10-inch asbestos pipes, and design of exfiltration trenches to address localized flooding areas. Performed reviews of existing GIS files, as-builts, topographic surveys and geotechnical reports; provided utility coordination and evaluated existing conditions utilizing the WaterGEMS model software. Prepared permit application package for jurisdictional agencies.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Tom Brzezinski, PE	Principal-In-Charge	A. TOTAL: 36	B. WITH CURRENT FIRM: 34

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim Group (Tampa, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MBA, Finance & BS, Civil Engineering	Professional Engineer: Florida (No. 63602)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Tom has 36 years of experience managing, designing, and constructing various sized municipal engineering projects. With a strong background in water/wastewater/stormwater utility projects, he is well versed in a magnitude of project types and understands what it takes to deliver projects successfully. His experience includes serving as Principal-in-Charge delivering open work order type contracts, and he has performed this function for various clients.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Palm Island and Hibiscus Island Neighborhood Improvements (Miami Beach, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2014	2023

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Technical Advisor for the project oversight and technical guidance in addressing the City of Miami Beach tailwater elevation requirement. The neighborhood improvements scope included raising and reconstructing the roadways, constructing a new drainage system with pumped outfalls, new water main installation, relocation of some water services, utility undergrounding, and roadway lighting and streetscape improvements. The stormwater drainage system required designing and installing three new pump stations with outfalls to Biscayne Bay: Palm Island Pump Station No. 1 and No. 2, and Hibiscus Island Pump Station No. 1.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Sunset Harbour Neighborhood Improvements (Miami Beach, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023	2022

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Technical Advisor for the project oversight and technical guidance for this design-build project that consisted of a stormwater collection system, pump station, force main, and outfall structure to convey stormwater to Biscayne Bay. The submersible pump station was designed for 10 MGD and required an elevated control panel and access platform to keep the panel above flood elevation.

(1) TITLE AND LOCATION *(CITY AND STATE)*

41st Street 20-inch Water Main Replacement (Miami Beach, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023	2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Technical Advisor for the project oversight in the design plans development of the replacement of a 16-inch with 1,200 LF of 20-inch DI/HDPE DR 11 water main replacement that includes horizontal directional drilling. The proposed water main replacement will connect to an existing water main on Pine Tree Drive, then run west under the Indian Creek waterway (Biscayne Aquatic Preserve) to Indian Creek Drive along 41st Street (State Road).

(1) TITLE AND LOCATION *(CITY AND STATE)*

1163-18 FKAA Islamorada 36-inch Water Main Transmission (Islamorada, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023	Ongoing

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Technical Advisor for the project oversight and technical guidance in the installation of 5 miles of a 36-inch steel pipe along US-1 in FDOT right-of-way from mile marker 79 to mile marker 84 in Islamorada. A 1,700-footlong subaqueous Tea Table Relief Channel crossing was included using horizontal directional drilling with HDPE pipe. The transmission main will replace an existing 30-inch-diameter pipe installed in the early 1980s. The alignment travels through a congested section of Islamorada. Due to several existing utilities in the area, the new pipe will be installed under the southbound lanes of US-1, making maintenance of traffic a significant challenge.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Donut Hole Water Mains (Miami Gardens, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2019	2020

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Technical Advisor for the project oversight and technical guidance in replacing the existing undersized and deteriorated water mains and existing main loop closures to improve systems pressure and provide fire flow protection and water service conversions within the County's City of Miami Beach, Donut Hole service area. The project included approximately 2,000 LF of 6-inch water main, 21,400 LF of 8-inch water main, and 11,500 F of 12-inch water main, including the conversion of 506 water service from the back to the front of the properties. Prepared permits for the water mains, provided CADD design revisions, and located optimal points for air release valves.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Freddy Betancourt, PE	QA/QC & Technical Advisor	A. TOTAL: 26	B. WITH CURRENT FIRM: 3

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Orlando, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Engineering & BSE, Civil Engineering	Professional Engineer: Florida (No. 68072)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Freddy serves as our Water Resources Group National Pipeline Technical Lead where he focuses on growing our conveyance practice across the country while serving water and wastewater clients in Florida. He brings 25 years of experience in water transmission and distribution and wastewater collection with expertise in rehabilitation, design, trenchless technologies, and construction management.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

41st Street 20-inch Water Main Replacement (Miami Beach, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(IF APPLICABLE)*: 2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

QA/QC for the design, bid, and construction administration services for 1,200 LF of 20-inch water main replacement, including horizontal directional drilling. The proposed replacement will connect to an existing water main on Pine Tree Drive, then west under the Indian Creek waterway (Biscayne Aquatic Preserve) to Indian Creek Drive along 41st Street (State Road). Permitting will be obtained from FDOT, USACE, RER, and FDEP.

(1) TITLE AND LOCATION *(CITY AND STATE)*

East Sunrise Water Main Improvements (City of Sunrise, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(IF APPLICABLE)*: 2019

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

QA/QC Advisor responsible for preparing construction documents and associated permits for replacing over 35,000 LF of water main in the adjoining communities of Escape and Valencia. The project involved pipe-bursting existing aging water mains and replacing them with size-on-size pre-chlorinated and pressure-tested HDPE water mains. Existing water services, meter boxes, gate valves, and fire hydrants were replaced. Milled, resurfaced, and re-striped portions of the community's pavement. Post-design services included assistance with construction observation, certificates of completion, and requests for information during construction.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Jupiter Inlet Colony Neighborhood Rehabilitation Project; Jupiter Inlet Colony, FL, Loxahatchee Environmental Control District (Jupiter, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(IF APPLICABLE)*: 2020

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager/Engineer of Record for the design of two microtunneling sections for this .75-mile, redundant effluent force main in a congested corridor. Microtunneling was selected based on groundwater conditions, known contamination in the area, and rock that is deep enough for trenchless construction. A 78-inch internal diameter microtunnel will be mined to house the 60-inch force main.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Southeast Seminole Heights Flooding Relief (Tampa, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(IF APPLICABLE)*: Ongoing (est. 2025)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Technical Advisor for design of stormwater conveyance, water main, and street improvements completed under progressive-design-build delivery method. Stormwater conveyance covered 15,000 LF encompassing box culverts, round culverts, laterals, inlets, interconnections to the existing stormwater system, and associated utility construction. Water main improvements included 17,000 LF of water mains, fire hydrants, water main adjustments, and all associated structures, manholes, removals, meters, and surface restoration. Street analysis and improvements include bike ramps and sidewalk design.

(1) TITLE AND LOCATION *(CITY AND STATE)*

13th Street Stormwater Improvements Project (Tampa, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2008 | CONSTRUCTION *(IF APPLICABLE)*: 2010

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

Engineer for the 13th Street Stormwater Improvements Project for the City of Tampa, FL. This project was a component of the 12th Street Force Main Replacement Project which included design and construction of 24,000 ft of 24, 42 and 48" force main replacement. Mr. Betancourt participated in the preparation of 30, 60, 90, and 100% plans, public outreach and construction services for 2,050 LF of 24 and 36-inch diameter reinforced concrete pipe (RCP) and 36 x 54 stormwater inlets.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Gary Prenger, PE	QA/QC & Technical Advisor - Electrical	A. TOTAL: 30	B. WITH CURRENT FIRM: 3

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Cleveland, OH)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MBA, Systems Management & BS, Electrical Engineering	Professional Engineer: Florida (No. 78934)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Gary has 30 years of experience providing electrical systems designs for water treatment plants. He designs power distribution systems, standby power generator systems, SCADA systems, motor controls, adjustable frequency drives and facility lighting. He also has experience in diagnosing faulty electrical systems and providing cost effective remedies.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Lift Station 87 Wet Weather Flow Transfer (St. Petersburg, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2022	2022

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Electrical Engineer responsible for providing services for the design of a wet weather pump station and associated force main to balance wet weather flow between the Southwest and Northwest facilities during wet weather events. Pre-construction services for this progressive design-build project included an expedited schedule, utility coordination, value engineering, constructability analysis, permitting, and assisting the design-builder with developing a guaranteed maximum price for a new 3.5-MGD lift station, gravity sewer replacement, and approximately 2 miles of 16-inch force main installed via open-cut, jack-and-bore, and horizontal direction drill (HDD) construction methods.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Plantation Bay WTP Improvements and Beverlay Beach Booster Station (Orlando, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023	Ongoing (est. 2024)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Electrical quality control review for the upgrade of electrical systems, including motor control centers, variable frequency drives and backup diesel generator.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Lift Station 01 Replacement Design (Orlando, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2023	Ongoing (est. 2025)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Lead Electrical Engineer for design of a new booster pump station. The design of a new 480V electrical distribution system, including VFDs, and a standby diesel generator for four inline booster pumps.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Park Road Collection System Expansion (Plant City, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2022	2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Lead Electrical Engineer responsible for providing electrical QC review. The project involved the rehabilitation of a 1.02-BGD influent pump station and rebuilding of existing pumping units, enhancing major process piping and valves, and evaluating and implementing a variable speed controller system, including VFDs and eddy current drives.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Dentrification Filter Rehab at South Cross Bayou WRF (Clearwater, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2024	Ongoing (est. 2024)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Electrical Engineer providing services for rehabilitating a filtration system that will operate within the limits of existing permit limitations while providing greater reliability with less maintenance. These services are needed as the existing system is experiencing multiple failures concerning instrumentation, mechanical process, chemical feed, and media components.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
David Mullen, PE, ENV SP	Design Manager/Stormwater Pumping and Conveyance Lead/Harmonization	A. TOTAL: 12	B. WITH CURRENT FIRM: 12

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Environmental Engineering; BS, Civil Engineering; BS, Environmental Engineering	Professional Engineer: Florida (No. 84384)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

David brings 12 years of experience in design, permitting, and construction engineering for pipeline and stormwater projects. He acts as an effective liaison between the owner, engineer, and contractor, making sure communication is strong and issues are addressed. David is also adept at working with regulatory agencies and reviewing design and construction for permit requirements. Additionally, David has his PACP, LACP, and MACP certification.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
Palm and Hibiscus Improvements (Miami Beach, FL)	2014	2023

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Lead Engineer for neighborhood improvements including raising and reconstructing the roadways, constructing a new drainage system with pumped outfalls, new water main installation, relocation of some water services, utility undergrounding, and roadway lighting and streetscape improvements. Several thousand feet of stormwater piping carried flow to two pump stations with capacities of 32cfs and 47cfs with fuel standby generators. Harmonization needs added by the owner at the beginning of construction required design modifications to the pump stations. David stayed in the field during construction to confirm design intent was maintained and the pump station was adequately sized during this evolving project.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
Sunset Harbour Pump Stations (Miami Beach, FL)	2018	2022

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Resident Engineer responsible for assisting in the redesign of the pump station discharges to outfall structures. In addition, the collection system improvements were designed and constructed to remove water from the streets faster, and to tie the collection systems for each of the pump stations together for added reliability. Replaced 6,000 LF of water main with 12-inch-diameter lines. Street and sidewalk elevations were raised to ensure they were above the anticipated sea level during seasonal high tides. The elevation change required unique harmonization features for each building entrance, patio, and driveway. EOR for micro pump stations added to address localized flooding concerns in lower lying patios and building entrances.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (IF APPLICABLE)
Bioswale Construction Services (Miami Beach, FL)	2024	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Assisted with RFI responses and design changes based on differing field conditions. Project consisted of design, permitting, and construction inspection of the first 3 Bioswale's within Miami Beach designed to pretreat or retain stormwater runoff before discharge into the pristine waters of the Biscayne Bay.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (IF APPLICABLE)
Palm and Hibiscus New Drainage Directive Implementation (Miami Beach, FL)	2018	2023

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Engineer of Record responsible for analysis and implementation of Miami Beach new drainage directive and Resolution No. 2019-30683 requiring the optional private drainage extension for private properties affected by road raising projects. Site specific drainage designs were completed for 144 properties and were determined to be eligible for private drainage improvements with 60 properties opting into the project. A total of 8 DERM CLII permit packages were submitted for construction and incorporated.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (IF APPLICABLE)
1st Street (Alton Road to Washington Avenue) (Miami Beach, FL)	2017	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Design engineer responsible for raising roads, upsizing stormwater infrastructure, and a stormwater pump station with treatment units. The project consisted of designing multiple variations of streetscape enhancements, including an option with dedicated valet lane to improve traffic flow through the area. The streetscape beautification component of the project included greenspace, pedestrian safety, street and landscape lighting, and pavement material improvements.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Salome Montoya, PE	Utilities Pipeline Lead	A. TOTAL: 10	B. WITH CURRENT FIRM: 2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Civil Engineering	Professional Engineer: Florida (No. 95079)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Salome is a Civil Engineer with over 10 years of experience in design, and construction on multiple civil infrastructure projects. Her design experience includes pump station projects, installation of multiple large and small diameter water mains, and force mains design projects, including various pipeline installations through trenchless technologies such as micro tunneling, directional drilling, Jack and Bore, and slip lining.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Islamorada Transmission Subaqueous Crossing (Islamorada, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2021	2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer assisting with the project which included five miles of 36-inch-diameter steel pipe installation along US-1 in FDOT right-of-way. Included is a 1,700-foot-long subaqueous crossing of Tea Table Relief Channel using horizontal directional drilling with HDPE pipe. The transmission main replaced an existing 30-inch-diameter pipe installed in the early '80s. The alignment travels through a congested section of Islamorada. Due to several existing utilities in the area, the new pipe was installed under the southbound lanes of US-1, making maintenance of traffic a significant challenge.

(1) TITLE AND LOCATION (CITY AND STATE)

GT Lohmeyer WWTP Redundant Effluent Force Main (Fort Lauderdale, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2024	Ongoing (est. 2026)

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Lead Project Engineer for completing compliance assurance and providing design supervision for the design of a .75-mile, redundant 60-inch effluent force main through a congested corridor. The project includes integrating diverse installation methods such as above-grade, open-cut, and encased microtunneling to address site challenges.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Northwest 32nd Avenue Redundant 36-inch Force Main (Miami, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Ongoing (est. 2026)	Ongoing (est. 2027)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer for the route analysis, design, bid and construction administration services for 15,200 LF of 36-inch force main redundant pipeline. The large diameter force main is to be installed via open-cut and trenchless construction methods along NW 32nd Ave or selected route, across SFWMD C-8 canal and across FDOT SR 826 road. Permitting coordination includes multiple stakeholders and agencies through various municipalities.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Phase 3C Regional Interconnect (Sarasota, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2022	2023

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer who assisted with the routing and feasibility study to evaluate route options and infrastructure requirements to enable regional connection with the Manatee County water system. Evaluations included pipeline routes, sizing, new pumping/trim facility needs and locations, and modifications to existing county and regional facilities needed to support this critical system interconnectivity project. This study refined estimated costs for all proposed new facilities and facility improvements.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Golf Village Infrastructure Improvements (Sunrise, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2019	2021

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

Civil Designer for water modeling engineering analysis, design, permitting, and bidding services for installing water mains, force mains, and stormwater infrastructure. Performed reviews of existing GIS files, as-builts, topographic surveys, and geotechnical reports; provided utility coordination and evaluated existing conditions utilizing WaterGEMS Model. Prepared permit application packages for jurisdictional agencies and provided bidding assistance. The improvements involved the design of water mains replacements of aging 6-inch to 12-inch PVC and asbestos pipes, upsizing existing 2-inch through 4-inch water mains, 6-inch through a 10-inch asbestos force main replacement, and design of exfiltration trenches to address localized flooding areas. Prepared a Basis of Design Report to present the decisions, assumptions, and design parameters to develop construction documents for the project.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jim Gunther, PE	Construction Engineering Lead	A. TOTAL: 38	B. WITH CURRENT FIRM: 4

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Tampa, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering	Professional Engineer: Florida (No. 45231)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Jim has 38 years of experience in wastewater and water engineering as a design engineer and resident construction engineer. He has considerable experience in the various trenchless methods of pipeline construction, including micro tunneling, HDD, jacking and boring, and hand-mining using tunnel liner plates. He is primarily responsible for field construction services, water and wastewater pipeline design, pumping station design, and water and wastewater treatment plant design.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
Harbour Island Sanitary Force Main Replacement (Tampa, FL)	2021	2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer during design performing QA/QC reviews and cost estimates, including preparing detailed sequence of construction and assisting in providing construction engineering and inspection services for 2 miles of 54-inch diameter DIP force main, 3,360 LF of 54-inch diameter fiber reinforced polymer mortar (FRPM/Hobas Pipe) force main, 1 mile of 48-inch diameter DIP reclaimed water main, twin 600 LF 73.5-inch-diameter steel pipe micro tunnels under the Port Tampa entrance, three 72-inch diameter steel pipe jack and bores under CSX railroad crossings, and a record-setting 3,200 LF of 78-inch diameter steel pipe micro tunnel under the Ybor Turning Basin from Berth 251 in Port Tampa to Cotanchobee Park in downtown Tampa. Tasks include value engineering, RFI responses, shop drawing reviews, construction team management, and oversight.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (IF APPLICABLE)
Lift Station 87 Wet Weather Flow Transfer (St. Petersburg, FL)	2022	2022

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Construction Engineer in charge of a part-time Senior Inspector making weekly site visits during construction to determine if work was performed in accordance with the Contract Documents. Work involved performing QA/QC review of the force main route selection/ determination during preliminary design services. The project included a new wet weather lift station, 16,000 LF of 16" force main, replacement of six sanitary sewer manholes, 320 LF of 8" sanitary sewer, 175 LF of 24" sanitary sewer and 190 LF of 30" sanitary sewer.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
Gibsonton Septic to Sewer Conversion (Tampa, FL)	2024	Ongoing (est. 2026)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer responsible for assisting with the design and permitting to convert more than 1,300 parcels from septic sewer to vacuum sewer technology and conveying flow to a nearby force main. Work includes roadway and water main improvements. Additionally, 121,600 LF of vacuum sewer, 18,500 LF of 16-inch force main, and 76,600 LF of up to 18-inch water main is to be installed. There is also 121,600 LF of roadway restoration that will be required.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
Southeast Seminole Heights Flooding Relief (Tampa, FL)	2020	Ongoing (est. 2025)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Resident Engineer providing construction engineering and inspection services, including document management, change management, oversight of two full-time City CAD CMD senior inspectors, and construction coordination for a major stormwater project. This progressive design-build project includes improvements for the stormwater conveyance of 15,780 LF of 4-foot-by-7-foot precast box culvert and 15- to 72-inch reinforced concrete pipe (RCP), 3,290 LF of 8-inch PVC wastewater gravity sewer collection, 18,000 LF of 4- to 12-inch ductile iron water distribution mains, micro tunneling 269 LF of 72-inch Class V RCP jacked pipe under I-275, and all structures, manholes, and inlets including an outfall structure constructed on the Hillsborough River via a steel sheet piling type cofferdam. Providing QA/QC review of 60% and 90% plans, preparation of 60% and 90% specifications, stormwater RCP load calculations for pipe class, and bedding class selection during design.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
AJ Gutz, PE, LEED AP	Hydraulic Modeling	A. TOTAL: 22	B. WITH CURRENT FIRM: 2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Cleveland, OH)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
ME, Civil Engineering, University of Florida BS, Civil Engineering, Michigan State University	Professional Engineer: FL #65003

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

AJ brings over two decades of experience in stormwater management system design, site civil design, stream restoration, green infrastructure, surface water modeling, stormwater quality management, and coastal engineering. This experience provides him the ability to identify and navigate design and construction constraints. His project experience spans multiple states serving communities, counties, large utilities, and private developers

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Design-Build of Lockhart WTP Expansion, Hernando County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Lead Site Civil Engineer for the expansion of the Lockhart Water Treatment Plant. The project involved the construction of two new ground storage tanks and a high service pump station building to serve the plant expansion, as well as a modification and expansion of the existing stormwater control facility. Led site grading, stormwater management system, and permitting activities. Responsible for the design and permitting of the expansion of the existing dry retention and swale system serving the expanded project site.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Sanitary Sewer Overflow Control, City of Cleveland Heights, OH

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Senior Engineer for the design of sanitary and water system upgrades, pre and post-construction monitoring and hydraulic modeling, management of maintenance activities, regulatory support, permitting, reporting, funding assistance, and construction management.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Advanced Stormwater Planning of Big Creek West Branch Problem Areas, Northeast Ohio Regional Sewer District, Cleveland, OH

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager providing Advanced Stormwater Planning services by reviewing existing conditions to understand local and regional flood impacts, developing and evaluating project alternatives to mitigate regional flooding, and proposing project phasing for the recommended alternative.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Engaging Dugway Communities in Designing Stream and Wetland Restoration, Chagrin River Watershed Partners, Willoughby, OH

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2024	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager for feasibility study to determine benefits of creating an open channel drainage system through the City of Cleveland's Glenview Park. The area around the park is subject to significant flooding, and the open channel could potentially mitigate. Worked collaboratively with City Parks to determine how stormwater features and utility relocations could complement park updates and amenities.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Tampa Bay Desalination Facility Intake Connection Improvements, Phase II, Tampa Bay Water, Tampa, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Lead Site Civil Engineer for the construction of the improvements to the Tampa Bay Water Intake facility. The project involved the construction of a new pump house to serve new pumps to provide water from Tampa Bay to the desalination facility. The facility, located at TECO's Big Bend power station, was directly adjacent to Tampa Bay, necessitating careful coordination with FDEP and Hillsborough County EPC to ensure regulatory requirements were met. Led the design teams stormwater management design and permitting approach. The grading for the site was conducted to route runoff away from Tampa Bay and to the existing collections systems. Calculations were completed to demonstrate that the receiving system could accommodate the additional runoff without adverse impacts. Supported efforts by the contractor related to dewatering pumping to ensure no impacts to Tampa Bay. ERP and dewatering permits were obtained in time to meet the planned construction schedule.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Sam Graybill, PE	Conveyance Pipe Design	A. TOTAL: 14	B. WITH CURRENT FIRM: 2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim, Inc. (Tampa, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Wastewater and Stormwater Engineering, University of Florida BS, Civil Engineering, Florida Atlantic Engineering	Professional Engineer: FL #81326

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Sam has over 14 years of experience as a project engineer and project manager. She has completed the design and construction of improvements for water distribution mains, sanitary collection mains, supply wells, and facility assessments which require significant coordination with regulatory agencies and a thorough knowledge of permitting procedures. She is well versed in the process for obtaining permits for construction as well as working with clients to maintain permits for overall facility compliance.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
South Patrick/Riverside Drive Force Main Improvements, Ground Storage Tank, and South Beaches Collection System Improvements Brevard County Utilities Department, Melbourne, FL	Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager for the assessment of the existing So. Beaches wastewater collection system. SewerGems and Optimatics were used to analyze recommendations for improvement and prioritize them for implementation. All recommendations resulted in additional design efforts under the South Patrick / Riverside Drive Force Main Improvements, Ground Storage Tank and South Beaches Collection System program. The Assessment was completed in October 2024.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Riverside Drive 30" Parallel Force Main Coordination with FDOT Brevard County Utilities Department, Melbourne, FL	Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager for the design of 600 LF of 30" force main that will be constructed parallel to the existing 24" force main operating between LS B-20 and LS B-01 along South Patrick / Riverside Drive. A portion of this design will be completed under an FDOT milling and resurfacing project (FPID: 448792-1) in this area. An additional 7,600 LF of the 30" parallel force main will be completed outside the FDOT project area. All designs for this project will be completed in 2025.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Jupiter Inlet Colony Neighborhood Rehabilitation, Jupiter Inlet Colony, FL	2015	2018

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer for providing construction management and engineer of record services for the Jupiter Inlet Colony Neighborhood Rehabilitation. The project consisted of a new gravity sewer system and lift station, replacement of existing cement asbestos potable water main, a new stormwater drainage system consisting of 5,500 LF of exfiltration trench, and roadway reconstruction. This project was a joint project (developed through an Interlocal Agreement) between the Loxahatchee River District (sewer authority), the Village of Tequesta (water utility), and Jupiter Inlet Colony.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
South Howard Utilities Improvements Project City of Tampa, FL	Ongoing	Ongoing (est. 10/2029)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager for the upgrade and relocation of approximately 6,000 LF of various sized water main and approximately 3,200 LF of gravity sewer to accommodate proposed stormwater conveyance improvements to serve South Howard Avenue and the surrounding neighborhoods and watershed. This work is being completed as part of a design-build contract for the City with additional efforts including a route study to determine the optimal path for infrastructure along with a streetscape improvement plan. Design efforts are expected to start in early 2025.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Anthony Vecchio, PE	Conveyance Pipe Design Engineer	A. TOTAL: 10	B. WITH CURRENT FIRM: .5

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Tampa, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering	Professional Engineer: Florida (No. 94615)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Anthony has 10 years of experience working on water, wastewater, and stormwater infrastructure projects, the majority of which have consisted of designing the replacement and rehabilitation of water mains and sewers.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

GT Lohmeyer WWTP Redundant Effluent Force Main (Fort Lauderdale, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2024	Ongoing (est. 2026)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

QA/QC Reviewer of the 60% and 90% design plans. The project involved hydraulic modeling, design, permitting, and construction administration to the City of Fort Lauderdale for the installation of approximately 4,000 LF of 60-inch redundant effluent force main via open cut and microtunnel trenchless method. The project involves design and construction of the force main, line stops, relocation of third-party utilities, hydraulic and transient modeling, modification to 5 disposal injection wells, modifications to the effluent pump station manifold, bypass pumping and flow metering, electrical and instrumentations modifications, replacement/design of stormwater facilities.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Southern Hilsborough County Supply Expansion Pipelines (Tampa, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Ongoing	Ongoing (est. 2025)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

QA/QC Reviewer of 60% design plans for 18 miles of 42-, 54-, and 60-inch steel water transmission main. Managed plan production involving restoration, tree removal and protection, stormwater BMPs, and impacts to wetlands and other surface waters. Project included 14 trenchless installations, six creek/river crossings, and a CSX railroad crossing.

(1) TITLE AND LOCATION *(CITY AND STATE)*

I-270 at Watkins Mill (Washington Suburban Sanitary Commission, Laurel, MD)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2016	2020

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer for relocating a 48-inch water main and 12- and 15-inch sewer to support the construction of an interchange between I-270 and Watkins Mill Road. Responsible for designing the profile and horizontal alignment for 1 mile of 15-inch gravity sewer relocation, 1,500 LF of the 48-inch water main, ensuring the 48-inch water main crossed above the proposed sewer at three locations, determining the sewer flow design, and sequencing sewer construction.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Boot Lake Pump Station (Tampa, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Ongoing	Ongoing (est. 2025)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer for the design of a stormwater pump station to replace an existing pump station that periodically pumps water from Boot Lake to Lake Carroll to maintain permitted water levels. The project involved coordination with TECO to relocate transformers and involved frequent collaboration with the property owner, whose property has a county easement on it for this infrastructure.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Partin Settlement Road Utility Relocation (Kissimmee, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023	Ongoing

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer for designing the relocation of 6,170 LF of 8- to 24-inch water mains, 4,540 LF of 2- to 8-inch force mains, and 1,730 LF of 8- and 12-inch reclaimed water mains due to widening Partin Settlement Road. Line stops were often required due to the shortness of many relocations and the need to keep the mains in service.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Mike Demko, PE	Pump Station Engineer / Water Quality	A. TOTAL: 26	B. WITH CURRENT FIRM: 6

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Palm Bay, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MBA, Business Administration & BS, Environmental Engineering	Professional Engineer: Florida (No. 60454)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Mike has 26 years of civil and environmental engineering experience including the design of wastewater pumping stations from 350 gpm to 500 mgd. He has performed pump station evaluations, condition assessments, design of modifications, demolition, and complete replacement. Mike has also designed force mains and gravity collection systems for residential areas.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Flow Diversion from Falkenburg WWTP to Valrico WWTP (Tampa, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2024	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer for evaluation and preliminary design of the 27-MGD at the 123-foot TDH Miller Road Master Pump Station. The project was designed to reduce the flow heading to the Falkenberg AWTP, which was reaching capacity, and redirect it to the Valrico AWTP. Provided condition assessments for several existing stations in the system, pump sizing, wet-well calculations, site layout, and design criteria. The pump station will be a self-cleaning trench-style wet well to reduce maintenance and odors.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Southeast Seminole Heights Flooding Relief (Tampa, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2020	Ongoing (est. 2025)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

QAQC review for the design of stormwater conveyance, water main, and street improvements completed under progressive-design-build delivery method. Stormwater conveyance covered 15,000 LF encompassing box culverts, round culverts, laterals, inlets, interconnections to the existing stormwater system, and associated utility construction. Water main improvements included 17,000 LF of fire hydrants, water main adjustments, and all associated structures, manholes, removals, meters, and surface restoration. Street analysis and improvements include bike ramp and sidewalk designs.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Stormwater Lift Stations Rehabilitation

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2024	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager and Lead Engineer for the inspection and rehabilitation recommendation of four lift stations. Performed condition assessments for all four pump stations to determine and inventory current conditions. Reviewed record drawings, maintenance logs, run time reports, as well as permit information including issued permits and regulatory inspections. Interviewed City operations staff to gain input on their issues and concerns. Inspection forms were completed and photographs were taken for inventory documentation. Authored a technical memorandum including a project background, evaluation criteria, condition overview, and a prioritized list of recommended improvements for each pump station with cost estimates.

(1) TITLE AND LOCATION (CITY AND STATE)

Lift Station C-01 Rehabilitation (Melbourne, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2020	2021

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager providing design calculations, specifications, drawings, and coordinated permitting with FDOT and FDEP for a 184-GPM pump station. Coordinated frequently with other utility providers due to a congested force main corridor and a lack of record drawings for many existing utilities. Worked with Merritt Island High School to maintain service and access to the school because the station is located directly in front of the school.

(1) TITLE AND LOCATION *(CITY AND STATE)*

South Central Regional Wastewater Treatment Facility Pump Station Rehabilitation (Melbourne, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2021	2022

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager and Engineer of Record for the design and construction of two RAS and two WAS pumping stations. The work included piping replacement, pump replacement, meter replacement, and electrical upgrades.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jim White, PE	Structural Design Engineer	A. TOTAL: 39	B. WITH CURRENT FIRM: 29

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Detroit, MI)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering	Professional Engineer: Florida (No. 71068)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Jim White is a structural engineer who has focused on wastewater, wet weather improvement and water projects. His pragmatic approach to finding the most cost-effective solution generates designs that mix time-tested techniques and new methods. Skilled in building information modeling (BIM), he uses this tool to streamline the design process, fine tune layouts, and sequence work to minimize impacts to existing operations. Whether he is evaluating the structural integrity of a wet well, designing the foundation for a concrete tank, or rehabilitating a roof, Jim builds on past experience to deliver a practical, operator-friendly design.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (IF APPLICABLE)
Flow Diversion from Falkenburg WWTP to Valrico WWTP (Tampa, FL)	2024	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Structural Engineer for the redirection of up to 3 MGD of wastewater from the Mitchell Road Master Pump Station to the Valrico AWTP via the Clay Avenue pump station and existing 24-inch discharge force main and evaluating the opportunity to divert 1.3 MGD from Nature's Way pump station to Valrico AWTP via the Miller Road pump station. The project tasks included four pump station evaluations, retrofitting, and redirection of flows to maximize the capacity and life of the existing AWTPs. The scope items included design and engineering, alternative analysis, permitting, public outreach and involvement, electrical engineering and controls, SCADA system compliance, odor control, and construction inspection services.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
GT Lohmeyer WWTP Redundant Effluent Force Main (Ft. Lauderdale, FL)	2024	Ongoing (est. 2026)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Structural Engineer for the hydraulic modeling, design, permitting, and construction administration services for the installation of approximately 4,000 LF of 60-inch redundant effluent force main via open cut and microtunnel trenchless method. The project involved design and construction of the force main, line stops, relocation of third-party utilities, hydraulic and transient modeling, modification to 5 disposal injection wells, modifications to the effluent pump station manifold, bypass pumping and flow metering, electrical and instrumentations modifications, replacement/design of stormwater facilities.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
Gibsonton Septic to Sewer Conversion (Tampa, FL)	2022	2022

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Structural Engineer for assisting with the design and permitting to convert more than 1,300 parcels using septic sewer to vacuum sewer technology and conveying flow to a nearby force main. Work included roadway and water main improvements. Additionally, 121,600 LF of vacuum sewer, 18,500 LF of 16-inch force main, and 76,600 LF of up to 18-inch water main was installed. There was also 121,600 LF of roadway restoration.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (IF APPLICABLE)
Lift Station 87 Wet Weather Flow Transfer (St.Petersburg, FL)	2022	2022

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Structural Engineer for a new 3.5-MGD lift station and force main to transfer flows between two treatment plants. Designed foundation and 12-foot acoustical enclosure for this unique structure that provides the flexibility to roll the pumps out and relocate them.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(IF APPLICABLE)*
CS-102 Rehabilitation of Pump Station 1 Improvements (Detroit, MI)	2022	Ongoing (est. 2029)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Structural Engineer providing professional engineering, study, design, bid and negotiation, construction administration, system operation and maintenance manual development, and operator training services in connection with the PS-1 raw sewage pumping station improvements at the GLWA Water Resource Recovery Facility (WRRF). The project involved a wet weather design capacity of 1,225 MGD raw sewage. Work included rehabilitation and rebuilding of existing pumping units; improvements to major process piping and valves; potential addition of a variable speed controller (including VFD's and eddy current drives at a minimum); facility architectural, electrical, instrumentation, structural and HVAC improvements.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Lindsey Scott, PE	Sanitary Force Main Engineer	A. TOTAL: 7	B. WITH CURRENT FIRM: 5

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Tampa, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
BSE, Environmental Engineering	Professional Engineer: Florida (No. 93130)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Lindsey has 7 years of experience in the water/wastewater industry with a focus on pipeline design of water main, reclaim water main, force main, gravity sewer, and alternative sewers. She has designed pipelines up to 72 inches in diameter using construction techniques such as open cut, direction drill, jack and bore, and microtunneling.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Southeast Seminole Heights Flooding Relief (Tampa, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2020	Ongoing (est. 2025)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Lead Pipeline Engineer for designing 18,000 LF of water main from 6 to 24 inches in diameter and aiding the production of storm and gravity sewer plans using Civil 3D. Coordinated with the storm, roadway, and gravity sewer groups throughout the design. Performed ongoing plan revision through the construction services phase and observed construction.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Harbour Island Sanitary Force Main Replacement (Tampa, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2021	2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Design Engineer for approximately 14,000 LF of 54-inch force main and 5,000 LF of 48-inch reclaimed water line to be constructed via open cut, jack and bore, and microtunnel. Tasks included conducting utility coordination to locate conflicts, creating the construction plan set, utilizing Civil 3D for both pipelines' horizontal and vertical design, and performing ongoing plan revisions through the construction services phase.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Pasadena 36-inch Force Main Replacement (St. Petersburg, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2018	Ongoing (est. 2024)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Engineering Assistant for utility coordination to locate conflicts for a proposed 36-inch force main. Project tasks included assisting with Civil 3D vertical and horizontal alignment design, identifying the restoration limits, and updating the engineer's cost estimate.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Gibsonton Septic to Sewer Conversion (Tampa, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2021	Ongoing (est. 2026)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Design Lead for implementing a new vacuum wastewater collection system to eliminate septic tanks along the near shore water of Tampa Bay. The scope included the design for the removal and replacement of all water mains in the Gibsonton service area constructed of asbestos cement pipe and the design of a new vacuum collection system. Responsible for collecting data, reviewing existing County utilities, identifying properties that require easements, preparing design plans, permitting, and managing design engineers and subconsultants.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Park Road Collection System Expansion (Plant City, MI)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2022	2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Design Engineer for expanding service along Park Road for future development. The design included hydraulic modeling and route evaluation, resulting in a duplex pump station and 1,500 LF of force main. 700 LF of the force main is an 8-inch open cut, and the remaining 750 LF is a 10-inch HDD. Construction is under a CMAR contract, and Wade Trim will provide CEI services.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Starr Alfonso	Utility Coordination	A. TOTAL: 2	B. WITH CURRENT FIRM: 1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Environmental Engineering	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Starr has over two years of experience as a Water Resources Engineer providing technical planning, design, and construction support on various water projects including system planning, combined sewer overflow, collection system, pump station, water, stormwater, conveyance, process design, hydrologic and hydraulic models, and other wastewater projects.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Northwest 32nd Ave Redundant 36-inch Force Main (Miami, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Ongoing (est. 2026)	Ongoing (est. 2027)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer responsible for providing utility coordination, reporting, as-builts, plans development,and restraint calculations for the design and construction of a force main system, including route selection, study report, and permitting.

(1) TITLE AND LOCATION *(CITY AND STATE)*

41st Street 20-inch Water Main Replacement (Miami Beach, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023	2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Engineer assisting on-site inspection of 20-inch DI/HDPE DR 11 water main replacement that includes horizontal directional drilling. The proposed water main replacement connected to an existing water main on Pine Tree Drive then west under the Indian Creek waterway (Biscayne Aquatic Preserve) to Indian Creek Drive along 41st Street (State Road).

(1) TITLE AND LOCATION *(CITY AND STATE)*

GT Lohmeyer WWTP Redundant Effluent Force Main (Ft. Lauderdale, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2024	Ongoing (est. 2026)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Engineer responsible for providing support for the design, permitting, construction, testing, and startup of the GT Lohmeyer WWTP. The project included the installation of approximately 4,000 linear feet of 60-inch redundant effluent force main via open cut and microtunnel trenchless method.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Peace River Brackish Wellfield Project (Arcadia, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2024	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Engineer responsible for maintaining the status log, preparing and reviewing shop drawings for the preliminary design of a new 15-MGD brackish raw groundwater wellfield, reverse osmosis treatment facility, concentrate injection wells, and conveyance piping.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SOIRL S2S Conversion Program (Melbourne, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Ongoing (est. 2025)	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Engineer responsible for providing assistance on roadway improvement drawings. The project involves designing and permitting for 3 separate service areas using vacuum technology, gravity sewer, or a combined hydrid approach. Funding for this project is from the Save Our Indian River Lagoon initiative.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Oscar Duarte, PE	Gravity Sewer Engineer	A. TOTAL: 34	B. WITH CURRENT FIRM: 13

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Palm Bay, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Environmental Engineering & BS, Mechanical Engineering	Professional Engineer: Florida (No. 6058)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Oscar's 34 years of experience cover a full range of wastewater collection, gravity sewer, transmission, treatment, and effluent disposal planning. He emphasizes the design and construction of gravity and vacuum wastewater collection systems, but he has also incorporated hybrid systems using low-pressure technology in remote areas. He has led the design of major septic-to-sewer projects for the Village of Islamorada, Brevard and Hillsborough Counties, the City of Palm Bay, the FGUA, and the Carolinas. Oscar has also worked closely with the Florida Department of Environmental Protection to pursue SRF loans and Spring grants to assist clients in funding various needed projects.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

American Beach Water and Sewer Improvements (Orlando, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2022	2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Lead Design Engineer responsible for the State Revolving Fund pursuit and preliminary design to remove 233 low-income residents from septic systems to centralized sewer. The project initially evaluated various technologies such as vacuum sewer, low pressure, and gravity sewer as part of the facilities plan for state funding. The project resulted in the design of 16,312 LF of 8-inch gravity sewer and 18,480 LF of 6-inch potable water mains throughout the community.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SOIRL S2S Conversion Program (Viera, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Ongoing (est. 2025)	Ongoing (est. 2026)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager for five projects within the septic to sewer conversion program for the Brevard County Utilities Department. The various service areas required the design and permitting of new collection systems for several coastal neighborhoods located on and around Merritt Island. The collection system designs include approximately 9,700 LF of 8" gravity sewer and 119,000 LF of various sized vacuum sewer mains. Combined, these systems will serve approximately 1,650 parcels that utilize septic sewer technology.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Gibsonton Septic to Sewer Conversion (Tampa, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2021	Ongoing (est. 2026)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer responsible for assisting with the design and permitting to convert more than 1,300 parcels using septic sewer to vacuum sewer technology and conveying flow to a nearby force main. Work included roadway and water main improvements. Additionally, 121,600 LF of vacuum sewer, 18,500 LF of 16-inch force main, and 76,600 LF of up to 18-inch water main was installed. There was also 121,600 LF of roadway restoration.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Cogan Drive Force Main and Water Main Extension (Palm Bay, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2018	2019

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager responsible for leading the design to install a new force main on Cogan Drive to ease high-system pressures in the City's force main piping network. The new force main will alleviate flows from an undersized force main and serve as a conduit to the South Regional WRF.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Middle Plantation Key Wastewater Collection System Vacuum Pump Station (Islamorada, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2013	2016

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Assistant Project Manager and Lead Design Engineer responsible for design of the vacuum pump station used to collect wastewater from the residential and commercial customers of Middle Plantation Key. The project also included design of force main to transmit wastewater from the vacuum pump station to the booster pump station in North Plantation Key and the conceptual design for a 14-mile future force main to connect. The project took into account the harsh saltwater environment, high water table, and rock sub-grade of the Florida Keys to provide the Village with the flagship pumping station to be used as the model for future stations to be constructed on the remaining four islands.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Andy Franosz, DBIA	Constructability	A. TOTAL: 30	B. WITH CURRENT FIRM: 2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim (Tampa, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Business Administration	General Contractor

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Andrew has 30 years of experience in water and wastewater project delivery serving in a variety of roles on treatment facility projects throughout Florida, including Design-Build director, project director, preconstruction manager, project manager, construction manager, superintendent, lead estimator, and project engineer. Andrew has led the delivery for more than 35 Florida projects, valued at over $850M, using various methods such as Design-Build, construction manager at risk (CMAR), job order contract, best value, and design-bid-build (DBB) delivery methods.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (CITY AND STATE)

Pasadena 36-Inch Force Main Replacement Phase 3 (St. Petersburg, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION (IF APPLICABLE): Ongoing (est. 2024)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Constructability and CMAR GMP Reviewer for various route alternatives for a proposed 36-inch force main. Work included preliminary design report, preparation of final design documents, specs, and estimates for 5,300 LF of 36-inch force main and coordination with permitting agencies, including the Florida Department of Environmental Protection (FDEP) for Minor Modification and Environmental Resources Permits, and a Pinellas County Right-of-Way Use Permit.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Phase 3C Regional Interconnect (Sarasota, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION (IF APPLICABLE): 2023

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Constructability and CMAR GMP Reviewer for the interconnection of the regional drinking water transmission system with the Manatee County water system. The 10-mile pipeline, featured 36-inch and 42-inch-diameter steel pipes, aimed to enhance water system reliability, delivery capacity, and water quality management in Sarasota County.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Park Road Collection System Expansion (Plant City, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(IF APPLICABLE)*: 2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Constructability and CMAR GMP Reviewer for the expansion of a wastewater collection system along Park Road to accommodate future development. The project involved designs for a duplex pump station and 1,500 LF of 8 and 10-inch force main.

(1) TITLE AND LOCATION *(CITY AND STATE)*

St. Petersburg NWWRF Improvements (St. Petersburg, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(IF APPLICABLE)*: 2024

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

Project Director responsible for overseeing improvements to the NWWRF. The scope of work included the construction of a new influent pump station; new headworks with odor control and flow splitting; a new reject storage system with two 7.5-MGD pre-stressed storage tanks; temporary pump stations; interconnecting piping; multiple piping tie-ins; new and upgraded injection wells; and electrical, instrumentation, and SCADA system improvements. The new headworks facility utilizes Hydro-Dyne and HeadCell technologies for solids screening and grit removal. PCL used creative solutions to ensure operational plant maintenance and compliance to construct the new improvements within the congested site footprint.

(1) TITLE AND LOCATION *(CITY AND STATE)*

St. Petersburg NWWRF Wet Weather Capacity Improvements (St. Petersburg, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 | CONSTRUCTION *(IF APPLICABLE)*: 2020

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

Program and Preconstruction Manager responsible for overseeing wet weather capacity improvements. The project included upgrades to improve the filtration treatment and provide additional effluent disposal capacity during wet weather events at the 20-MGD Northwest Water Reclamation Facility. The project consisted of three new Kruger disk-type tertiary filters; filter piping modifications; a new backwash system; new pumps; permanent piping to new discharge wells; below- and above-ground piping; influent and effluent tie-ins at the existing filtration structure; new electrical, instrumentation, and control systems. Construction included acidizing the existing discharge well to increase capacity and modifying existing injection wells to increase injection capacity and improve operation and maintenance by bringing the wellhead above grade. These improvements allowed the City to re-rate its discharge capacity.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Wayne Hoffmann	Grant Administration	A. TOTAL: 18	B. WITH CURRENT FIRM: 9

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Wade Trim, MI (Bay City)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BA, Professional/Technical Writing	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Wayne Hofmann brings a 18-year career focused on working with design and construction teams to develop projects that are feasible, fundable, and within budget. He is also a leader of FundingScout, a corporate initiative to connect funding opportunities to client needs. In addition to his funding experience, he has also been involved with business development and marketing.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Funding & Grant Writing Support (Tampa, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
N/A	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Funding Lead responsible for assisting the Hillsborough County Utilities Department on an as-needed basis for sewer and stormwater project funding needs and advising on improvements to a successful grant submission for a $6.1M award for the Ruskin/Wimauma Low-Pressure Sewer System/Septic-to-Sewer Project.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Wyandotte DDA Capital Improvement Program (Wyandotte, MI)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023	Ongoing

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Director responsible for developing funding strategies for a $12 million Capital Improvement Plan (CIP). Scope of work included grant writing, evaluating the DDA's revenue and debt capacities, and developing project communications for distribution to elected leaders and potential funders. To date, Wayne's assistance has resulted in nearly $5 million in support for the project. Project Director responsible for developing funding strategies for a $12 million Capital Improvement Plan (CIP). Scope of work included grant writing, evaluating.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Dearborn Heights FundingScout (Dearborn Heights, MI)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
N/A	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Director for assisting the City of Dearborn Heights position for and pursue federal, state, and private funding opportunities since December 2022, including sources related to major flooding disasters in the City. To date, Wade Trim's FundingScout services have resulted in over $26 million in grant awards for the City.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Bronx River Outfall Improvements (Bronx, NY)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Technical Advisor supporting project designers and NYCDEP staff on a successful $21 million grant for two sewer outfall rehabilitation projects.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Ann Arbor Downtown Development Authority FundingScout (Ann Arbor, MI)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2024	Ongoing

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager for assisting the City of Ann Arbor position for and pursue federal, state, and private funding opportunities. The contract has included specific support for the Office of Sustainability Innovations and the Downtown Development Authority. Successful grants have included an $803,000 MEDC Revitalization and Placemaking grant and $2.8 million EV Charging Grant from USDOT.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Clean Water State Revolving Fund Project Plan (Dearborn Heights, MI)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
TBD	TBD

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Funding Advisor for the City Engineer's office recommending combining drinking water projects to achieve high scores for the state's project priority list. The project, which included lead service line replacement, water meter replacement, and 3 miles of water main replacement, received a $17.1M package of grants and principal forgiveness.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Robert Dickson, PE	Constructability	A. TOTAL: 36	B. WITH CURRENT FIRM: >1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Type here...

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering, University of Michigan	Professional Engineer: Florida (No. 72909)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Rob has more than 36 years of progressive engineering, construction and management experience in infrastructure capital improvement programs, focused primarily on water and wastewater projects. He has worked in engineering consulting, construction, and government sectors, making him well-suited to manage and deliver these programs/projects. Rob successfully leads large-scale capital improvement initiatives for government agencies, collaborating with engineers, project managers, utility operators, constructors, and staff, on projects from $100 thousand to $90 million.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
SOIRL Zones M, N, and T Septic to Sewer (Brevard County, FL)	Ongoing	2027 (est)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project/Construction Manager during the construction phase of the Brevard County septic to sewer project, Zones M, N and T located in Merrit Island. The project consists of three (3) vacuum pump stations, approximately eight (8) miles of 4" and 6" vacuum collection piping, associated vacuum collection chambers, force main extensions, relocation of an existing lift station, and related roadway restoration.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Florida Resilient Infrastructure and Adaptation Program (RIAP) (Village of Key Biscayne, FL)	2024	2026 (est)

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

Program Director and Manager for the Village's multi-year $400M plus RIAP, protecting its residents, their property, and the island's quality of life from impending increase in flooding, rising sea levels, and environmental changes by building a stronger, more resilient Community. The program included stormwater system improvements, roadway improvements, shoreline protection, utility hardening, and replacing and relocating water main and sanitary sewer. Program included significant funding through the State of Florida's CWSRF loan program.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Water, Wastewater, and Reuse Capital Improvements Program (Kissimmee, FL)	Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

Acting in a subconsultant role, served as the Program Manager providing oversight and technical/contract supportto the program team. The program included water, sewer, and reclaim linear asset improvements and relocations.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
American Beach Septic to Sewer and Water Main Improvements, Florida Governmental Utility Authority (FGUA) (Nassau County, FL)	2023	2025

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

Capital Program Manager for complete septic to sewer conversion and water main installation for the historic American Beach community on Amelia Island, FL. Scope included design and construction of gravity sanitary sewers, two lift stations, and water main to service a 300-lot community immediately adjacent to the Atlantic Ocean. Project was partially funded by an SRF loan.

(1) TITLE AND LOCATION *(CITY AND STATE)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
Chatmire Septic to Sewer Improvements, FGUA (Dunnellon, FL)	2023	2025

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

Capital Program Manager for the design and construction of the septic to sewer conversion within the Chatmire community in the City of Dunnellon, FL. Project was funded through a State of Florida Springs Protection grant.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Andrew List, PE	Roadway Design Engineer	A. TOTAL: 10	B. WITH CURRENT FIRM: 10

15. FIRM NAME AND LOCATION *(CITY AND STATE)*
BCC Engineering, LLC (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering	Professional Engineer, Florida No. 87190, 2019

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*
City of Miami Streetscape and Street Tree Master Plan (Miami-Dade County, FL)

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2023 - Ongoing; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

The project requires identifying opportunities within the existing right of way for additional planting through modifications to the current facilities including the addition of medians, reduction of lane widths, construction of bulb outs, removal of parking and even removal of travel lanes. A report was created for 12 various locations throughout the City of Miami documenting the existing typical sections and corridor uses. Potential landscape areas, as well as the approximate square footage of those areas, were then identified for each of the 12 locations. Potential typical sections were then developed to include the potential landscape areas. Project Engineer.

(1) TITLE AND LOCATION *(CITY AND STATE)*
Design Criteria Package for Repair and Reconstruction of Citywide Roads (Miami-Dade County, FL)

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2019 - Ongoing; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

This City of Miami project includes, but is not limited to, developing a Design Criteria Package that addresses drainage improvements, stormwater modeling, reconstruction, milling and resurfacing, sidewalks, Americans with Disabilities Act (ADA) compliant ramps, curbs and/or gutters, pavement markings and striping, roadway signage, utility coordination, and limited landscaping services. The scope of services also includes surveying, geotechnical investigations and testing, and related services necessary for the preparation of the Design Criteria Package for a variety of different streets and intersections located throughout the City of Miami that are currently in very poor condition and require reconstruction and/or repairs. As Project Manager, Andrew is providing coordination with client (City of Miami) to develop a Design Criteria Package, including 30% plans, for various locations throughout the City of Miami to go out for bid. He also provided bid assistance to the City of Miami during project procurement. Project Manager/Supervisor.

(1) TITLE AND LOCATION *(CITY AND STATE)*
Crandon Blvd Improvements (Miami-Dade, FL)

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 3/2023; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Crandon Boulevard is a four-lane divided roadway with 30 mph posted speed limit. The corridor is severely congested at several intersections along the corridor. While the list of recommended improvements is substantial, the Village of Key Biscayne desires to address improvements in phases such as design of an exclusive right turn lane and extension of left-turn lane at a couple of intersections along Crandon Boulevard. Andrew is the Design Project Manager and Roadway/MOT EOR for this project. He also provided day to day construction administration services and coordination with client (Village of Key Biscayne) and contractor (Southeastern Engineering Contractors, Inc.) during construction. Project Manager/Supervisor.

(1) TITLE AND LOCATION *(CITY AND STATE)*
Bicycle, Pedestrian Improvements, and Ludlam Canal Pathway Improvements Design (Village of Virginia Gardens, FL)

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2020 - 2022; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

As Project Manager, Andrew is providing day to day construction administration services and coordination with owner/client (Village of Virginia Gardens), CEI, and contractor (Florida Engineering & Development Group) during construction. Drainage and crosswalk improvements are also included as part of the FDOT approved LAP grant. Miami-Dade Traffic Permits (for the new one-way section) were required as part of this project. Project Manager.

(1) TITLE AND LOCATION *(CITY AND STATE)*
Flagler Street Downtown Beautification Civil Engineering Services for Roadway, Parking, and Pedestrian Accommodations (Miami-Dade County, FL)

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2011 - Ongoing; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

The project entails the reconstruction of Flagler Street into a pedestrian-friendly, event-ready corridor with brick pavers, sidewalk widening, valet and parking reconfiguration, and enhanced drainage. It includes traffic calming features, new lighting and hardscape design, utility relocations, and new water and sewer lines. As Project Manager, Andrew leads construction administration and coordination with the City of Miami, Lanzo Construction, and key stakeholders.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Carlos Morales	Harmonization	A. TOTAL: 26	B. WITH CURRENT FIRM: 1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

BCC Engineering, LLC (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Architectural Engineering	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

North Bay Village Stormwater Design Management Support (North Bay Village, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 - Ongoing; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

The project encompasses design management and grant support services for the Village of North Bay Village's (NBV) multi-million-dollar Stormwater Bond Program. Building on the foundation of the Village's Stormwater Master Plan, developed by BCC, this initiative focuses on the phased implementation of critical infrastructure improvements to address flooding, sea level rise, and long-term community resilience. In parallel, BCC supports the Village with ongoing grant management assistance related to stormwater, planning, and construction projects. Our services include aiding in grant pursuits, ensuring compliance with funding requirements, and maintaining documentation and reporting throughout the grant lifecycle. BCC has provided continued support for the Village's participation in the Florida Resiliency Grant Program and other key state and federal funding opportunities focused on stormwater and coastal resilience. Senior Project Manager.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Town Center Gateway (Miami Beach, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 - 2024; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

The project involved the development of a 28-story mixed-use high-rise located in the City of Miami Beach. Stormwater management was successfully implemented through two drainage wells and a specialized exfiltration trench with a sand filter, specifically designed for the garage area drain. The determination of the finished floor elevation (FFE) was coordinated with the City of Miami Beach, which planned to raise the roads in the future as part of the North Beach Project. Consequently, the FFE was established two feet higher than the existing road level, and to achieve a seamless transition, the harmonization of the right-of-way (ROW) involved the implementation of a series of steps and ramps. In addition to the stormwater management components, the project encompassed the installation of two sanitary sewer manholes and approximately 500 linear feet of 12-inch DIP watermain. This comprehensive approach ensured compliance with city standards and regulations, addressing various infrastructure aspects to support the successful development of the high-rise. Senior Project Manager.

(1) TITLE AND LOCATION *(CITY AND STATE)*

MS4 Permit Monitoring & Reporting (Surfside, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 - 2023; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

The project consisted of the professional engineering services to ensure compliance with National Pollutant Discharge Elimination Systems (NPDES) and Stormwater Regulatory Monitoring, as well as Compliance Reporting on behalf of the Town of Surfside. This responsibility includes assisting the Town in fulfilling the necessary obligations for annual reporting of their current NPDES MS-4 Permit to the Florida Department of Environmental Protection (FDEP). Senior Project Manager

(1) TITLE AND LOCATION *(CITY AND STATE)*

Abbott Avenue Stormwater Improvements (Surfside, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 - 2023; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☐ CHECK IF PERFORMED WITH CURRENT FIRM

The project was divided into two phases. Phase I consisted of providing comprehensive civil engineering services of the existing stormwater drainage condition of Abbott Avenue, spanning from 90th Street to 96th Street. The scope of services encompasses the evaluation and assessment of the current stormwater drainage conditions, as well as the preparation of a detailed report offering viable options to mitigate issues associated with ponding and standing water. The report included a review and evaluation of all existing pertinent information and materials, including plans, narratives, calculations, and the ICPR model. Furthermore, the design furnished a findings and conclusion report, appraising the effectiveness and cost-efficiency of previously proposed solutions. Phase II consisted of a series of drainage improvements, which included the design of two underground stormwater pump stations located at the intersections of Abbott Avenue with 91st Street and 92nd Street. Each pump station was designed to discharge into three stormwater injection wells, with an additional overflow connection leading to the intercoastal waterway. To regulate the flow, a control structure with a flap gate was incorporated to ensure that the stormwater would not reach the intercoastal until the desired design pressures were achieved. Project Role: Senior Project Manager

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Lazaro Ferrero, PE	Stormwater Drainage Engineer	A. TOTAL: 40	B. WITH CURRENT FIRM: 11

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

BCC Engineering, LLC (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering	Professional Engineer, Florida No. 58025, 2002

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Florida Engineering Society (FES) Member

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

City of Lauderhill Basin B Drainage Improvements East of the Turnpike (Lauderhill, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
1/2024 - 7/2024	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

This project involves the design and permitting for Basin C, located east of the Florida Turnpike, between just south of NW 12 Ct and just north of NW 18 Ct. BCC will maximize the amount of exfiltration trench within the project limits and determine the amount of runoff extraction for permitting purposes. A half-day field reconnaissance visit will be conducted to assess site and drainage conditions, followed by a field assessment report. The City will use its consultants for topographic surveys and utility locations, with BCC coordinating and reviewing the collected data to ensure completeness. Engineer-of-Record.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 607/Emerson Avenue from North of SR 614/Indrio Rd. to South of 25th Street SW (Broward County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2022 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

This project is a Resurfacing, Restoration, and Rehabilitation (RRR), widening the exiting shoulder and construction of missing sidewalk. There is approximately 2.56 AC of additional impervious area. Therefore, water quality treatment and flood attenuation will be provided with exfiltration trenched and reshaping the existing roadside swales. Senior Project Engineer.

(1) TITLE AND LOCATION *(CITY AND STATE)*

US-27/Okeechobee Road from Broward County Line to West of HEFT (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2019 - 2021	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

The proposed project includes intersection improvements, and improvements to the Frontage Road; access management modifications to median openings along SR 25. The proposed drainage consists of a series of ditch bottom inlets, 24-inch exfiltration trenches, and 18-inch and 24-inch pipes which either discharge into the Miami (C-6 Canal) from dry retention areas that provide water quality treatment and flood attenuation. Mr. Ferrero was responsible for the drainage design and hydraulic modeling of the pre-development and post-development conditions. He is also responsible for the preparation of Stormwater Management reports, and permit acquisition from the South Florida Water Management District (SFWMD). This project included more than 200 drainage structures and 13,500 LF of Exfiltration Trenches. Engineer-of-Record.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Districtwide Drainage Design and Plans Review Consultant Services (Miami-Dade and Monroe Counties, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2015 - Ongoing	2019 - Ongoing

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Mr. Ferrero was a Senior Project Engineer for the Districtwide Drainage Design & Plans Review Consultant Services for FDOT District 6. Mr. Ferrero oversaw compiling drainage comments and coordinating with Ribbeck Engineering (as well as ADA Engineering in a previous contract) to input into the ERC system. Scope of work included drainage analysis, design, permit review services; retrofitting existing drainage systems; permit compliance; hydrologic/hydraulic modeling; bridge hydraulics; scour analyses; retention/detention pond, exfiltration trench, drainage well analysis and design; drainage feasibility studies; analysis and design of drainage “Push Button” projects; and urban & rural drainage system analysis and design. Senior Project Engineer.

(1) TITLE AND LOCATION *(CITY AND STATE)*

US-27/Okeechobee Road from East of NW 107th Avenue to East of NW 116th Way (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2021 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

The proposed improvements includes reconstruction of SR-25/US-27/Okeechobee Road using rigid pavement and grade separation over NW 116th Way; implementation of ramps from SR-25 to the Frontage Road; reconstruction of NW 116th Way from SR-25/ Okeechobee Road to the entrance of Hialeah Gardens. Mr. Ferrero was responsible for the drainage design. He oversaw preparing the drainage layout, designing drainage structures, performing hydraulic modeling, and preparing bridge hydraulics report for the bridges on NW 121st Way and NW 116th Way. This project included more than 400 drainage structures and 10,800 LF of Exfiltration Trenches Engineer-of-Record.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Hendric Mendez, PE	Street Lighting	A. TOTAL: 12	B. WITH CURRENT FIRM: 8

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

BCC Engineering, LLC (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Civil Engineering	Florida Professional Engineer No. 85282

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

IMSA Traffic Signal Field Technician Level II

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Design Services on SR-60/Indian River Blvd. from N of Canal Bridge W. of Merrill P. Barber Bridge (Palm Beach, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2021 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

The intent of this project is to improve operations and safety at the existing intersection of SR 60 / Indian River Boulevard and SR 60 / Merrill P. Barber Bridge. The operational performance of this intersection was noted to have some concerns due to an unprotected left turn signal phasing along SB Indian River Blvd. as well as excessive queuing due to the heavy use of the NB right turn lane movement at the intersection. The scope of services includes the preparation of Contract Documents to construct the recommended improvements which include: Restripe of the SB approach to provide dual left turn lanes with protected signal phasing; this will require upgrading span wire assembly to mast arm; Extend the Northbound right turn lane to accommodate congestion queues; and remove the Northbound free flow right turn lane and remove pedestrian island. Traffic Engineering Operations Engineer.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR A1A RRR from Flamingo Ave to S. of Pine Ave (Palm Beach, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2022 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

BCC was the lead on this project. This RRR project runs along SR A1A in Broward County from Flamingo Avenue (MP 6.434) to South of Pine Avenue (MP 7.433). The existing typical section consists of a 3-lane undivided Urban Minor Arterial with 10' travel lanes, and 11' Two-Way Left Turn Lane, 4' undesignated bike lanes, 2' drop curb (curb and gutter at intersections and some bus stop locations), and 6' sidewalk on both sides. The existing typical section between Commercial Blvd. and South El Prado Avenue also consists of an additional southbound through lane. The intent of the project is to mill and resurface the existing pavement, provide signal upgrades at the signalized intersections, install decorative Tear Drop light poles, and replace non-compliant pedestrian curb ramps. Traffic Engineering Operations Engineer.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 823 / Flamingo Road Lighting (Broward County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2022	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Signalization and lighting design services, along with public involvement (PIO) services, are required to prepare comprehensive contract documents for the proposed improvements along SR 823/Flamingo Road from Pembroke Road to south of SR 820/Pines Boulevard in Broward County. The project scope includes the design of upgraded roadway lighting systems to enhance nighttime visibility and safety, the development of signalization improvements to optimize traffic operations and reduce congestion, and coordination with utility agencies as needed. Public involvement efforts will support the project through proactive community outreach, stakeholder engagement, and public meetings to ensure transparency and address community concerns throughout the project lifecycle. Lighting Engineer.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 23 (Toll 23) from SR 21 (Blanding Boulevard) to North of Argyle Forest Boulevard Design-Build (Duval and Clay Counties, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2014 - 2015	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project proposed the complete reconstruction of SR 23 and construction of three new interchanges. Mr. Mendez was tasked with the design of new signalized intersections at ramp intersections at the Blanding Blvd, Oakleaf Plantation Parkway and Argyle Forest Blvd. interchanges. The design of conventional and under deck lighting throughout the entire project and side streets. The scope of services includes the design of a new ITS system is composed of Dynamic Message Sings (DMS), CCTV and MDVS systems. ITS Designer.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Intersection Improvements along SW 24th Street/Coral Way from SW 117th Avenue to SW 87th Avenue (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023 - 2025	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

This project consists of improvements to 13 intersections along SW 24th Street/Coral Way, as recommended by the 2022 Coral Way Traffic Study. This project includes operational, capacity, and safety improvements at these intersections which include, but are not limited to, roadway widening to accommodate additional storage, storm water drain system, signing and pavement markings, signalization improvements and upgrades, roadway lighting, and landscaping. Traffic Engineering Operations Engineer.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jean Rodriguez, PE	Cost Estimating & Grant Administration	A. TOTAL: 7	B. WITH CURRENT FIRM: 2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

BCC Engineering, LLC (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering	Florida Professional Engineer No. 98401

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

American Society of Civil Engineers

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Golf Village Infrastructure Improvements (Sunrise, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2019 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

The project is located in the City of Sunrise, Broward County, and is bounded by N. University Drive (State Road) to the east, N. Pine Island Road (County Road) to the west, SW 20th Court to the south, and NW 29th Street to the north. The proposed improvements involve the design of water main replacements for aging 6-inch to 12-inch PVC and asbestos pipes, upsizing of existing 2-inch through 4-inch water mains, replacement of 6-inch through 10-inch asbestos cement force mains, and the design of exfiltration trenches to address localized flooding concerns. As part of the design process, a Basis of Design Report will be prepared to outline the design assumptions, decisions, and parameters used to develop the 100% construction documents for the project. The scope includes providing a cost estimate to support budgeting and funding decisions. This cost estimate will be developed based on the preliminary and final design documents, incorporating unit costs, quantities, and contingencies, and will be updated at key project milestones to reflect the evolving design. Civil Project Engineer.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Pump Station 9143 Improvements Design (Miami, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2021 - 2024	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

Due to the upcoming construction of the MSC Cruise Terminal on Dodge Island (expected March 2024) and the associated increase in sewer flows, improvements to Pump Station PS-9143 were required to handle the added capacity. The design includes upsizing pumps to increase flow from 239 GPM to 378 GPM, raising TDH from 38 FT to 70 FT, replacing the wet well and valve vault, installing a permanent generator, and making site improvements for maintenance access. As part of the design scope, a detailed cost estimate will be developed to support budgeting and funding, covering construction, equipment, labor, and contingencies. The estimate will be refined throughout the design process to ensure alignment with project scope and stakeholder expectations. Civil Project Engineer

(1) TITLE AND LOCATION *(CITY AND STATE)*

Village of Pinecrest General Engineering Consultant (Village of Pinecrest, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2022 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

With this project, BCC will be able to update the Village's Stormwater Master Plan without going through a formal solicitation. It will also allow BCC to assist in analyzing and designing stormwater improvement projects to address projected sea level rise and help the Village enhance its resiliency. The project scope includes providing the full spectrum of drainage analysis and design services to address areas prone to flooding and future sea-level rise conditions. BCC prepared cost estimates for proposed stormwater improvements to support the Village's capital planning, budgeting, and potential funding applications. Civil Project Engineer.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Bonaventure Water Service Line & Water Main Replacement Construction Administration Services (Sunrise, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2022 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

BCC will provide the Bonaventure Water Service Line & Water Main Replacements and Construction Administration Services. BCC will represent the City (Owner) during construction and facilitate all instructions and communication between the contractor and the City. Responsibilities include reviewing and approving the Schedule of Values (SOV), Pay Applications, Requests for Information (RFIs), and Change Orders (COs) submitted by the contractor, as well as regularly observing the project's progress to ensure the quantity and quality of work performed. As part of pre-construction support, BCC will also provide a cost estimate for the construction scope, assisting the City in evaluating project feasibility, budget planning, and funding allocation. Civil Engineer Designer, CEI.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Sawgrass Fuel Facility Rehab Construction Management Services (Sunrise, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2021 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☐ CHECK IF PERFORMED WITH CURRENT FIRM

This project includes the reconstruction of the existing City of Sunrise Sawgrass Fuel Station within the Sawgrass Utility Complex. The new station will include installation of the new above ground unleaded and diesel double wall fuel tanks, fuel dispensers, new canopy, replacement in kind of the fuel management system, improvements to existing electrical building, and a new access driveway for the proper circulation of fleet vehicles and fuel delivery trucks.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Dacha Quintana, PE	Signalization	A. TOTAL: 22	B. WITH CURRENT FIRM: 18

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

BCC Engineering, LLC (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Civil Engineering	Florida Professional Engineer No. 67393

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Temporary Traffic Control-Advanced IMSA Level I and II

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Design Services on SR-60/Indian River Blvd. from N of Canal Bridge W. of Merrill P. Barber Bridge (Palm Beach, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 - Ongoing; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

The intent of this project is to improve operations and safety at the existing intersection of SR 60 / Indian River Boulevard and SR 60 / Merrill P. Barber Bridge. The operations performance of this intersection was noted to have some concerns due to an unprotected left turn signal phasing along SB Indian River Blvd. as well as excessive queuing due to the heavy use of the NB right turn lane movement at the intersection. Scope of services includes the preparation of Contract Documents to construct the recommended improvements which include: Restripe of the SB approach to provide dual left turn lanes with protected signal phasing; this will require upgrading span wire assembly to mast arm; Extend the Northbound right turn lane to accommodate congestion queues; and remove the Northbound free flow right turn lane and remove pedestrian island. QC Engineer for the Signing and Pavement Marking Plans and Signalization Plans.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 7 Transit Corridor Improvements (Palm Beach, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 - 2023; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

The intent of this project is to enhance the transit passenger, bicycle and pedestrian experience through mobility and safety improvements along Orange Drive and Taft Street. The recommended improvements are to add 5' Sidewalk on the northside of Orange Drive from Turnpike On-Ramp to SR-7. Widen pavement to provide bicycle lanes on Taft Street from SR-7 to N 40th Avenue, mill, resurface and correct cross slope on Taft Street and replace existing loops at N 56th Avenue and N 46th Avenue signalized intersections. Engineer of Record for the design and preparation of Signing and Pavement Marking Plans.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 814 / Atlantic Blvd RRR from NW 27th Ave to NW 16th Ave. (Palm Beach, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 - Ongoing; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

This RRR project runs along Atlantic Blvd (Roadway ID: 86130000) in Broward County from NW 27th Ave (MP 3.591) to NW 16th Ave (MP 4.591). The existing typical section consists of a 6-lane divided Urban Minor Arterial with 11'-12' travel lanes, type F curb & gutter and sidewalk on both sides. The intent of the project is to mill and resurface the existing pavement, provide signal upgrades at the signalized intersections, and replace non-compliant pedestrian curb ramps. Engineer of Record for the design and preparation of Signing and Pavement Markings and Signalization Plans.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 804 / Ocean Dr RRR from SR 5 / US 1 to SR A1A (Palm Beach, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 - Ongoing; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

The purpose of this Task Work Order is to provide design services to prepare Contract Documents for the required improvements under the Resurfacing, Restoration, and Rehabilitation (RRR) Project on SR 804 / E Ocean Avenue from SR 5 / US 1 to SR A1A / N Ocean Blvd. Scope included the installation of Rectangular Rapid Flashing Beacon (RRFB) assemblies at a new mid-block crosswalk.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR A1A RRR from Flamingo Ave to S. of Pine Ave (Palm Beach, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 - Ongoing; CONSTRUCTION *(IF APPLICABLE)*: N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

This RRR project runs along SR A1A in Broward County from Flamingo Avenue (MP 6.434) to South of Pine Avenue (MP 7.433). The existing typical section consists of a 3-lane undivided Urban Minor Arterial with 10' travel lanes, and 11' Two-Way Left Turn Lane, 4' undesignated bike lanes, 2' drop curb (curb and gutter at intersections and some bus stop locations), and 6' sidewalk on both sides. The existing typical section between Commercial Blvd. and South El Prado Avenue also consists of an additional southbound through lane. The intent of the project is to mill and resurface the existing pavement, provide signal upgrades at the signalized intersections, install decorative Tear Drop light poles, and replace non-compliant pedestrian curb ramps.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Keri-Ann C. Coore-Vickers, PE	Signing & Pavement Markings Engineer	A. TOTAL: 19	B. WITH CURRENT FIRM: 11

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

BCC Engineering, LLC (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Civil Engineering; BS, Civil Engineering	Professional Engineer Florida No. 87383, 2019

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Professional Services for Bridge Structural Engineering Projects – E20 – DTPW-02 (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2021 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Signing and Pavement Marking Project Engineer for a Continuing Services Contract involving miscellaneous Task Work Order (TWO) assignments including inspections and evaluations, scoping reports, bridge repairs, structural steel painting, cathodic protection systems, and bridge replacements. Projects also included maintenance of traffic, public involvement (meetings, outreach), signing, pavement markings, phased construction, environmental permitting, specifications, and technical special provisions. Post design services included review of shop drawings, Requests for Information (RFI's), material certification, and on-call support to the contractor during construction.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 9A/I-95 Ramps Rigid Pavement Rehabilitation Southbound Off Ramp to SW 25 Road (Miami-Dade, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2021 - 2023	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Traffic Operations Engineer responsible for the design and preparation of Signing & Pavement Marking Plans and Signalization Plans. This project consisted of the Rehabilitation of five ramps on I-95 in Miami. Roadway work entailed full-depth slab replacement of existing cracked concrete pavement, repair of concrete pavement joints, mill and resurface the existing asphalt pavement at the ramp terminals and shoulders, guardrail upgrades, and reconstruction of existing damaged curb & gutter as well as curb & gutter segments impacted by slab replacement and guardrail reconstruction. Signing and pavement markings work required the update of all sub-standard ground-mounted signs, replace and upgrade all pavement markings. Two signalized intersections at the I-95 ramp terminals and SW 25th Road required improvement. Improvements consisted of new pedestrian signalization, replacement of existing traffic signal loops to video detection system and replacement of existing mast arms being impacted by roadway widening.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SW 24th Street (Coral Way) Intersection Improvements (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Signing and Pavement Marking Project Engineer for the design of intersection operational and safety improvements along SW 24th Street (Coral Way) from SW 117th Avenue to SW 87th Avenue in Miami-Dade County, FL. Improvements include minor widening, milling and resurfacing, drainage, signal improvements, signing and pavement markings, lighting, and utilities.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 9 (I-95) Express Lanes Phase 3C Design-Build (95 Express/I-595 Direct Connectors, SR 9/I-95 from Stirling Road to Broward Boulevard, SR 9/I-95 at SR 862/ I-595 Bridge Painting (Broward County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2018 - Ongoing	2018 - Ongoing

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Engineer assisting with Signing & Pavement Marking plans. This project is part of Phase 3C of the I-95 express lanes, spanning 9 miles from Hollywood Boulevard to Broward Boulevard, with 2 miles of improvements along I-595. It includes direct connections between I-95 and I-595 and the painting of 17 bridges.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 836/I-395 from West of I-95 to MacArthur Causeway Bridge (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2011 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

Signing & Pavement Marking Plans Reviewer for preparing the preliminary geometric design for the reconstruction of the entire I-395 corridor, from the original terminus at the west side of the I-95/Midtown Interchange (I-95/SR 836/I-395) to the original corridor terminus at the West Channel Bridges of US 41/MacArthur Causeway. This project was developed to improve mainline operations along I-395, reduce congestion on the surface streets below and provide enhanced access to the Performing Arts Center and surrounding areas of downtown Miami.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Oscar Oliva, PE	MOT/ TTCP / SWPP Engineer	A. TOTAL: 17	B. WITH CURRENT FIRM: 9

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

BCC Engineering, LLC (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Civil Engineering; BS, Civil Engineering	Professional Engineer, Florida No. 75502, 2013

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Advanced Temporary Traffic Control (MOT)

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

Design, Build, Operation, and Maintenance Services for an Intelligent Transportation System and Smart Parking System, Phase I & II. Design-Build Operate and Maintain (Miami Beach, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2019 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Engineer of Record for traffic control plans for the installation of closed-circuit television cameras (CCTV), microwave vehicle detectors (MVDS), dynamic message signs (DMS), travel time Bluetooth sensors, a microwave wireless communications network, parking counters with local availability parking count LED information sign, a Regional Central Control Center and custom ITS/ATMS control software. The DMS support structures consisted of decorative custom structures. Additional responsibilities included design project management, ITS design, miiscellaneous structural design, utility coordination, electrical calculations, traffic control and plans production.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 25 (Okeechobee Road) from East of NW 116 way to East of NW 87 Avenue (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2016 - 2025	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager and Engineer of Record for the final design of the largest segment of the Okeechobee Road corridor. This project includes the reconstruction of Okeechobee Road and design with third level bridges over NW 87th Avenue and second level flyover bridges to and from Okeechobee Road and NW 87th Avenue. The design will also include the realignment of NW 103rd Street as well as widening of NW 87th Avenue, NW South River Drive, and NW 106th Way.

(1) TITLE AND LOCATION *(CITY AND STATE)*

MDX Work Program 87410.030: Design-Build Services for SR 874 Ramp Connector to SW 128th Street (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2015 - 2022	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Project Manager and Roadway Engineer of Record for the MDX ramp connectors from SR 874 (Don Shula Expressway) to SW 128th Street. The project included third-level flyovers over the SR 874/SR 821 interchange and widening 1.5 miles of SW 128th Street. Additional work involved traffic signals, lighting, ITS design, and utility coordination. Responsibilities included project management, roadway, drainage, traffic operations, and structural design.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 836/I-395 from West of I-95 to MacArthur Causeway Bridge (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2011 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

Roadway Engineer supporting FDOT in the concept development, procurement, and design of the I-395 corridor reconstruction from the I-95/Midtown Interchange to the West Channel Bridges of the MacArthur Causeway. The project aims to improve mainline operations, reduce surface street congestion, and enhance access to downtown Miami. Work also involves reviewing roadway, traffic control, signing, pavement marking, and signalization plans.

(1) TITLE AND LOCATION *(CITY AND STATE)*

SR 924/NW 119 Street Adaptive Signal Control Technology Pilot Project (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2017 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE — ☑ CHECK IF PERFORMED WITH CURRENT FIRM

The Florida Department of Transportation has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from proposers for deploying an adaptive signal control technology (ASCT) system along SR 924/NW 119 Street from the eastern terminus of SR 924 Gratigny Parkway (west of NW 32 Avenue) to NW 5 Avenue (east of I-95) and along SR 9/NW 27 Avenue from NW 110 Street to NW 119 Street as specified within these Contract documents. As the Engineer of Record for the Traffic Control Plans (TCP), work includes assisting with the design, installation, integration, testing, documentation, training, warranty, and technical support services for the project.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jean Pierre Valle, PE, CFM, ENV SP	Hydraulic Modeling Engineer	A. TOTAL: 8	B. WITH CURRENT FIRM: 2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

BCC Engineering, LLC (Miami, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Water Resources Engineering	Professional Engineer, Florida No. 99390, 2024

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Certified Floodplain Manager, Envision Sustainability Professional

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION *(CITY AND STATE)*

City of Lauderhill Vulnerability Assessment (Broward County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2022 - 2023	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

The City of Lauderhill developed a Stormwater Management and Flood Protection Master Plan (SMFPMP) to evaluate drainage conditions within the City's five (5) primary drainage basins. The City of Lauderhill Vulnerability Assessment (VA) will expand the SMFPMP to meet the requirements of s. 380.093(3)(c), F.S. This includes determining the specific risks posed by flooding due to sea-level and groundwater rise, as well as the increased frequency, duration, and intensity of rainfall events. As part of this effort, hydraulic modeling will be utilized to simulate current and future drainage system performance under various flood scenarios, helping to accurately identify flood-prone areas and evaluate system vulnerabilities. The VA also identified critical and regionally significant infrastructure, owned and/or maintained by the City, that is susceptible to flooding, thereby supporting targeted adaptation and mitigation strategies. Water Resources Engineer.

(1) TITLE AND LOCATION *(CITY AND STATE)*

Village of Pinecrest Vulnerability Assessment (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023 - 2024	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

For the Village of Pinecrest, this project involves conducting a comprehensive vulnerability assessment to evaluate the impacts of flooding, storm surge, and sea level rise on the community's infrastructure and natural systems. As part of the effort, advanced hydraulic modeling is employed to simulate current and future conditions, identify at-risk areas, and evaluate the capacity and performance of existing drainage and stormwater systems. The findings informed the development of adaptation strategies and prioritize infrastructure improvements to enhance resilience. Services also included data collection, risk and asset analysis, community engagement support, and preparation of a detailed report with actionable recommendations to guide the Village's long-term planning and capital investments. Water Resources Engineering Designer.

(1) TITLE AND LOCATION *(CITY AND STATE)*

North Bay Village Contract for General Professional Engineering and Architectural Services (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2019 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

This North Bay Village project includes multiple task work orders on Harbor and Treasure Islands, providing comprehensive engineering, architectural, and planning services. The scope covers roadways, marine, traffic, drainage, water and sewer, site development, and building systems. Services include hydraulic modeling, design, permitting, cost estimating, project management, construction inspection, and sustainability and landscaping support. Deputy Project Manager.

(1) TITLE AND LOCATION *(CITY AND STATE)*

City of Doral Vulnerability Assessment (Miami-Dade County, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2022 - 2024	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

As part of this Service Order, BCC Engineering supported the City of Doral (City) in completing the Vulnerability Assessment (VA), per s. 380.093, F.S., which identified areas within the City most susceptible to damage from increased sea-level and groundwater rise. The assessment incorporated hydraulic modeling to simulate flooding scenarios and evaluate the impact of rising water levels on the City's drainage infrastructure, enabling a detailed understanding of vulnerable zones and informing mitigation strategies. Water Resources Engineering Designer.

(1) TITLE AND LOCATION *(CITY AND STATE)*

LBJ East I-635 Expansion (Dallas County, TX)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2019 - 2022	N/A

(3) BRIEF DESCRIPTION *(BRIEF SCOPE, SIZE, COST, ETC.)* AND SPECIFIC ROLE

☑ CHECK IF PERFORMED WITH CURRENT FIRM

This project consisted of a reconstruction and improvement of 11.2 mile section of I635 in Dallas County. Developed the hydrologic analysis using HEC-HMS and performed hydraulic calculations using HY-8. Assisted in the preparation of the final report and created maps and exhibits. Water Resources Engineer.

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Michael J. Avirom	Professional Surveyor & Mapper	32	32

15. FIRM NAME AND LOCATION *(City and State)*
Avirom & Associates, Inc. (Boca Raton, Florida)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
2006 Associate in Arts / Palm Beach State College 2011 Bachelor of Arts / Florida Atlantic University Geographic Information System	Florida/Professional Surveyor and Mapper License/LS7253

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Town of Palm Beach Undergrounding Project, Palm Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Current/ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Sketch and descriptions for utility easements; construction services to facilitate mapping entire town for underground placement of FPL lines
Project Manager / CADD technician

b.

(1) TITLE AND LOCATION *(City and State)*: Lantana GIS Mapping, Lantana, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Sanitary/sewer and drainage as-builts for multiple lift stations throughout the City of Lantana to assist the engineer with the Storm Sewer System GIS Development
Party Chief / CADD technician

c.

(1) TITLE AND LOCATION *(City and State)*: Bamboo Lane & Palmer Road, Boynton Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Sketch and description for rezoning the area between N. Federal Highway and the ICWW and just north of Bamboo Lane and south of Palmer Road
Project Surveyor

d.

(1) TITLE AND LOCATION *(City and State)*: Skees Road / Okeechobee Landfill, West Palm Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Yearly; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

GPS positions of monitoring wells and obtaining elevations; as-builts; aerial mapping; specific purpose survey; topographic survey; tree survey
Project Surveyor

e.

(1) TITLE AND LOCATION *(City and State)*: Swinton Avenue, Delray Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Right-of-way surveys for the redesign of the intersection at Swinton Avenue and SE/SW 4th Street
Project Surveyor

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Craig Meier	Corrosion Engineer	40	25

15. FIRM NAME AND LOCATION *(City and State)*

Corrosion Control Incorporated, Rutledge, GA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science Chemical Engineering	NACE CP4 Cathodic Protection Certified Specialist API-570 Pipeline Inspector

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Meier is a degreed Chemical Engineer with more than 40 years of experience in the fields of piping inspection, coatings and cathodic protection. He is certified by NACE as a Cathodic Protection Specialist and a Coating Inspector, and by API as an API-570 pipeline inspector. Over the past 40 years, Craig has provided piping inspection and corrosion control services throughout the world. This includes mechanical integrity evaluations for piping systems as well as developing life extension programs. He provided design and support for multiple FKAA projects including Windley Key, Florida City, Plantation Key, Islamorada water mains.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Florida Keys Aqueduct Authority, Cathodic Protection New Water Main, Islamorada, FL.

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Project Engineer; CONSTRUCTION *(if applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

This project involved a complete field study of the proposed pipeline right-a-way, and corrosion control design documents including specifications, calculations and drawing details. Contract Value $18K.

b.

(1) TITLE AND LOCATION *(City and State)*: Hillsborough County, Corrosion Control Study and Evaluation, Central Hillsborough Pressure Booster Pump, Hillsborough County, FL.

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Project Engineer; CONSTRUCTION *(if applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

This project involved a corrosion control study and evaluation for the 60-inch water transmission mains. Contract Value $27K.

c.

(1) TITLE AND LOCATION *(City and State)*: Project Engineer, City of Tampa, Harbor Island 48-Inch Force Main

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Project Engineer; CONSTRUCTION *(if applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

This project involved the corrosion control evaluation and design for a new 48-inch force main. Contract Value $15k.

d.

(1) TITLE AND LOCATION (City and State): Council Bluffs, Cathodic Protection on 36 Inch Levee Force Main, Council Bluffs, IA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Project Engineer; CONSTRUCTION *(if applicable)*: 2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

This project involved corrosion studies and the design of a cathodic protection system for a 36-inch diameter levee force main. Contract Value $11K.

e.

(1) TITLE AND LOCATION *(City and State)*: Project Engineer, Collier County, Corrosion Investigation Ductile Iron Pipe Fittings, Collier County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Project Engineer; CONSTRUCTION *(if applicable)*: 2010

This project involved a corrosion investigation on the ductile iron pipe fittings for 16 and 24-inch branch laterals associated with a water well field. Contract Value $6K.

25-0419

DO NOT LET FORM GO BELOW THIS LINE

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Dameion Donaldson	Electrical Engineer	21	16

15. FIRM NAME AND LOCATION *(City and State)*
Electrical Design Associates, Inc. (Boca Raton, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science in Electrical Engineering Florida International University / 2003	FL Professional Engineer #70851

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Florida Engineering Society (FES), Illuminating Engineering Society (IES)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Repump & Booster Stations Electrical & I &C Evaluations
Port St. Lucie, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Electrical Design Associates, Inc. (EDA) was contracted to provide an electrical assessment of eight booster and re-pump stations for the City of Port St. Lucie. The purpose of the project was to outline design shortfalls and/or aging of plant infrastructure and equipment that may lead to electrical and operational issues. Our scope of work included the following: Collect and review all available information; Perform field visits in order to observe existing conditions; Perform facilities evaluation and condition assessments; Prepare draft and final TM summarizing facility/infrastructure improvements associated with the power distribution and computer (PLC/HMI) systems as it relates to rehabilitation, repair, and replacement; and Prepare Estimates of OPCC for rehabilitation, repair, and replacement items determined from the facilities evaluation and condition assessments.

b.

(1) TITLE AND LOCATION *(City and State)*
Key Haven Utility Improvements
Florida Keys Aqueduct Authority, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Electrical Design Associates, Inc. (EDA) was contracted to provide engineering services for the referenced project. Our scope of work included the following: Electrical design associated with the required upgrades of the existing plant lift station. We provided design associated with the demolition of existing District B and District C lift stations and design associated with the proposed District C and District D lift stations, including the incoming utility service and electrical power distribution. EDA was also responsible for electrical design associated with the demolition of the existing grinder lift station, and design associated with the proposed grinder station including the incoming utility service and electrical

c.

(1) TITLE AND LOCATION *(City and State)*
Lift Station 309
Boynton Beach, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Electrical Design Associates, Inc. (EDA) was contracted to provide engineering services for the referenced project. Our scope of work included the following: Electrical design included a new power distribution system designed to support the entire station including the replacement of the jockey pump with a full size pump and a diesel standby pump. The station control system included a new control panel utilizing the ACE3600. The new power and control systems were housed within the existing generator building. The design also addressed the conduits extending through classified spaces and from non-classified to classified spaces including the use of EYS fittings at the point of entrance and/or exit in accordance with NFPA 820.

d.

(1) TITLE AND LOCATION *(City and State)*
Condition Assessment for Stormwater Pump Stations
City of Miami, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	n/a

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Electrical Design Associates, Inc. was contracted to provide electrical engineering services for the referenced project. The City of Miami (CITY) requested thirteen (13) stormwater pump stations have their electrical equipment evaluated in order to complete a condition assessment in anticipation of the future SCADA Integration project and future upgrades of electrical equipment. The pump stations were inspected to identify the existing condition of the electrical components and create an inventory of components.

e.

(1) TITLE AND LOCATION *(City and State)*
PBC System Wide Wellfield Improvements
Palm Beach County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Electrical Design Associates, Inc. (EDA) was contracted to provide electrical and instrumentation design and bidding for improvements to surficial aquifer production wells located at two (2) of the County's water treatment plants (Nos. 2 & 8) throughout the Palm Beach County Water Utilities Department (PBCWUD) service area.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Paul Dean Engle, PSM	SUE Survey Manager	30+	1

15. FIRM NAME AND LOCATION *(City and State)*

InfraMap Corp., West Palm Beach, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Relevant Coursework: Survey I, Survey II, Survey III, Roads and Highways, Legal Descriptions and Legal Concepts	Professional Surveyor and Mapper #5708

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Town of Surfside OH-UG Conversion WR 4269737, Surfside, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

InfraMap provided QLB utility designating and completed 30 QLA test holes (out of 150 contracted) in support of phase I the utility undergrounding project. Mr. Engle provided professional review, judgement, and oversight for this project.

Phase I Value: $34,255, Phases II & III Value: $68,000 ea.

b.

(1) TITLE AND LOCATION *(City and State)*: Lead and Copper Rule Revision Project, Ft. Lauderdale, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

InfraMap completed 528 QLA test holes, confirming the finite location, material type and condition for each hole under the lead pipe conversion study for the City of Ft. Lauderdale. Mr. Engle provided professional review and oversight for this project. Value: $352,882.

c.

(1) TITLE AND LOCATION *(City and State)*: Victoria Park Stormwater Project, Phase I, Ft. Lauderdale, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

InfraMap performed QLB utility designation and completed 60 QLA test in the neighborhoods of Progresso Village, Victoria Park, and the SE Isles. Mr. Engle provided professional review and oversight for this project. Phase I Value: $54,271. Phase II Value TBD.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Delray Beach Areas 5 & 10 Reclaimed Water Project, Delray Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

InfraMap provided QLB utility designating and targeting, and completed 25 QLA test for the reclaimed water line design in areas 5 and 10. Mr. Engle provided professional review and oversight for this project. Value: $35,900.

e.

(1) TITLE AND LOCATION *(City and State)*: New High Service Pump Station at Fiveash WTP, Ft. Lauderdale, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

InfraMap provided QLB utility designating and survey as well as and completed 24 QLA test holes for the city of Ft. Lauderdale. Mr. Engle provided professional review and oversight for this project. Value: $28,401.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
David R. Rosa	**Environmental**	25+	5

15. FIRM NAME AND LOCATION *(City and State)*
McFarland-Johnson, Inc., Miami Gardens, FL

16. EDUCATION *(Degree and Specialization)*
BS - University of Sagrado Corazon / Natural Sciences, PR / 2001
Certificates: Turner School of Construction Management; FDEP SWPPP Inspector (#19226); HUD Introduction to NEPA; Part 58 Environmental Review for HUD-Assisted Projects; HUD Site Planning and Feasibility; HUD Assessment Tool for Environmental Compliance; EIA Campus NEPA Technical Writing; USACE Statewide / FL Statewide Wetland Delineation

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Rosa has 25+ years of experience in the environmental and engineering fields in the public and private sector. His professional experience includes institutional, water and wastewater, energy, environmental, transportation, housing and building sector projects. He has served as a Project Manager and Environmental Discipline Manager for several projects funded under CDBG, HUD and FEMA/FDEM HMGP requiring the ability to effectively handle multiple tasks in a fast-paced environment. His expertise includes National Environmental Policy Act (NEPA) documents, compliance, coordination, permitting, studies, compensatory mitigation, monitoring and environmental management. He has completed multiple Environmental Assessments and supporting studies for community developments and public housing improvements and modernization. He is also a Qualified Environmental Professional as defined in 312.10 of 40 CFR Part 312

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
NYC Build It Back Program – Hurricane Sandy Recovery Program, Staten Island, Queens and Brooklyn | NY

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[ ] Check if project performed with current firm

Environmental Discipline Manager responsible for environmental permitting effort. Project involved design, environmental reviews and permitting services for the CM/Design Build reconstruction/rehabilitation/replacement of over 700 homes.

b.

(1) TITLE AND LOCATION *(City and State)*
Monroe County Crane Blvd Shared Use Path, Monroe County, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
On going	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Project Manager supporting the Engineering Design, and responsible the NEPA, Permitting and Mitigation services for the Crane Blvd Shared Use Path Project. Scope of work for this project includes engineering design, state and federal environmental permitting, comprehensive agency coordination, detailed habitat evaluation and fulfillment of NEPA, including NHPA Section 106 and USDOT Section 4(f) consultation. Scope also included SFWMD Environmental Resource Permit, USACE Section 404 Permitting, Contamination Assessment and site investigations.

c.

(1) TITLE AND LOCATION *(City and State)*
City of Fort Lauderdale GTL WWTP 60-Inc Dia. Force Main Design-Build Project

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2025	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Lead providing support to the design-build team and responsible for the preparation of Wetland and Biological Report, Tree Surveys, SWPPP Plans, Pre-Construction Soil and Groundwater Contamination Sampling, Construction Dewatering Plans Construction, Environmental Soil and Management Plan, and the review of permit applications such as SFWMD Environmental Resource Permits, Wetland Permit, and Dewatering Permits. Also assisted with the agency coordination and pre-application meetings. The project consisted of the installation of +/-4,000 linear feet of effluent force main, via a combination of micro tunneling and open-cut. The project was divided into three different phases (Phases 1A-1B, 2 and 3).

d.

(1) TITLE AND LOCATION *(City and State)*
HUD Environmental Assessment for Alturas de Cupey Public Housing Modernization

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[ ] Check if project performed with current firm

Environmental and Permitting Manager responsible for the preparation of the NEPA Environmental Assessments and all federal and state permit application for this project. Scope included pre-application meetings and consultations with SHPO, USFWS and building department.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Edil H. Pena Jimenez	Stormwater	a. TOTAL: 28	b. WITH CURRENT FIRM: 3

15. FIRM NAME AND LOCATION *(City and State)*
McFarland-Johnson, Inc., Binghamton, NY

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS / Civil Engineering / Polytechnic University of Puerto Rico / 1995	FL / PE PR / PE

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Edil is a Senior Transportation Engineer and Project Manager with a strong civil engineering background with many years of experience. He is accomplished in planning, designing, and executing engineering projects from conceptual through project completion, with strong troubleshooting and problem-resolution skills. He has designed many complex highway and roadway projects as well as civil engineering projects encompassing institutional and commercial facilities with complex geometry, grading, drainage, utility coordination, and stormwater facilities. He is highly organized and detail-oriented, demonstrating broad strengths and experience in civil site design, roadway engineering, and 3D corridor modeling. Edil also has proficient knowledge of Open Roads Geopak, Autodesk Civil 3D, ICPR4, Hydraflow Hydrographs, Hydraflow Storm Sewers, Microsoft Project, Microsoft Office, and others.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Miami Beach Traffic Signal Relocation at 5900 Collins Avenue

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES: 10/2025	CONSTRUCTION *(If Applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒Check if project performed with current firm

Sr. Project Manager and Engineer of Record for the engineering design, permitting, and construction support documentation services necessary for relocating the traffic signal at 5900 Collins Ave, including a temporary relocation. This relocation is required for the installation of a new subaqueous sewer force main, which is planned to be replaced in coordination with this project.

b.

(1) TITLE AND LOCATION *(City and State)*: Golden Pines Roadway and Drainage Improvements - SW 23 Street, SW 24 Street, SW 24 Terrace, and SW 25 Street, from SW 27th Avenue to SW 32nd Avenue, City of Miami, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐Check if project performed with current firm

QA/QC manager responsible for the quality and accuracy of the 3D corridor modeling and plans production. The project consisted of reconstructing four roadway segments to address ponding and flooding issues in the community, providing a new typical section, a new vertical profile, a new drainage system, sidewalks, driveways, and signing and pavement markings. The project was separated into four sets of roadway plans, requiring four different 3D corridor models and CADD files, one for each roadway segment improvement.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Miami Beach Evacuations Plans for Government Buildings, Miami, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES: 10/2025	CONSTRUCTION *(If Applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒Check if project performed with current firm

Project Manager. This project involves engineering design, environmental permitting, and NEPA compliance for a 10-foot-wide, 5,300-foot-long shared use path along the east side of Crane Boulevard (Upper Sugarloaf Key, MM 19–20). The path will enhance connectivity between residential neighborhoods, provide a safe route to Sugarloaf School (K–8), and link the USFWS Upper Sugarloaf Trail to the Overseas Heritage Trail on US-1. Design will follow FDOT standards and include wetland impact assessment.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Sweetwater Strom Drainage Improvements - Northern Area Phase 2 – NW 108 Avenue from NW 17th Street to NW 21st Street, Sweetwater, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐Check if project performed with current firm

Lead design engineer and EOR responsible for the design of all roadway and drainage improvements. The project was part of the City of Sweetwater Master Stormwater Management Plan to address ponding and flooding issues. It consisted of reconstructing the roadway, providing a new typical section with curb and gutter, raising the roadway with a new vertical profile, and installing a new drainage system, including 829 ft of exfiltration trench, sidewalks, driveways, and signing and pavement markings.

e.

(1) TITLE AND LOCATION *(City and State)*: NE 2nd Avenue Design-Build Project from NE 69th Street to NE 84th Street, Miami Dade County Public Works, Miami, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐Check if project performed with current firm

Lead drainage engineer and drainage EOR. Performed the drainage system design, including ICPR Modeling of 2,162 lft of French Drain and more than 125 interconnected drainage structures. Responsible for drainage design and permitting. Project entailed roadway reconstruction, new typical section with curb and gutter, and adjusting the roadway with a new vertical profile.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Aaron Cutler, CGC, PMP	**Construction Manager**	**23**	**3**

15. FIRM NAME AND LOCATION (*City and State*)
South Florida Engineering Services, Inc. Loxahatchee, FL

16. EDUCATION (*Degree and Specialization*)	17. CURRENT PROFESSIONAL REGISTRATION (*State and Discipline*)
A.A.S.- Civil Engineering Technology,	Certified General Contractor - Florida

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)
Certifications: State of Florida Certified General Contractor, Project Management Professional Project Management Institute (PMI), Red Vector FDOT Asphalt Paving Level One Certification, Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control-Certified Stormwater Management Inspector (No. 21817)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (*City and State*)
FPL CWRC Effluent Reclaimed Pipeline Turkey Point
Homestead, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (*If applicable*)
2023-2024	**May 2024**

(3) BRIEF DESCRIPTION (*Brief scope size, cost, etc.*) AND SPECIFIC ROLE — Check if project performed with current firm X

This SFES project is a joint venture design build with Black & Veatch/Overland Contracting Group and Giannetti Contracting Corporation. The Giannetti Contracting Team hired SFES to provide Project Management Oversight and Site Representative Oversight included full contract administrative tasks to ensure the project remained on schedule and compliant with all special conditions and requirements.
Role: Construction Manager | Construction Cost: $ 34,217,577.28

b.

(1) TITLE AND LOCATION (*City and State*)
Seacrest Beautification FDOT LAP Project
Delray Beach, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (*If applicable*)
2021	**2022**

(3) BRIEF DESCRIPTION (*Brief scope size, cost, etc.*) AND SPECIFIC ROLE — Check if project performed with current firm

CEI Construction Manager for B&W on this Full Roadway Replacement Project, Construction Administration, Public Outreach, and FDOT LAP Coordination, Sidewalk Replacement, Pedestrian crosswalks and dedicated bike lane improvements.
Role: Construction Project Manager | Construction Cost: $ 1,735,860.00

c.

(1) TITLE AND LOCATION (*City and State*)
Beach Master Plan Phase 2
Delray Beach, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (*If applicable*)
2020	**2021**

(3) BRIEF DESCRIPTION (*Brief scope size, cost, etc.*) AND SPECIFIC ROLE — Check if project performed with current firm

CEI Construction Manager for B&W on this Beach Improvements and Decorative Roadway Intersection Replacement Project, Construction Administration, Public Outreach, and FDOT LAP Coordination, Sidewalk Replacement, Beach Access Pedestrian Fencing, ADA Ramps.
Role: Construction Project Manager | Construction Cost: $ 5,500,000.00

d.

(1) TITLE AND LOCATION (*City and State*)
Atlantic Dunes Seawall Replacement
Delray Beach, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (*If applicable*)
2021	**2022**

(3) BRIEF DESCRIPTION (*Brief scope size, cost, etc.*) AND SPECIFIC ROLE — Check if project performed with current firm

Construction Manager for B&W on this Seawall Replacement Improvement Project. This project included Construction Management, Inspection Services, Contract Administration, Permitting Compliance, Outside Engineering Coordination, and Public Outreach.
Role: Construction Manager | Construction Cost: $ 847,843.00

e.

(1) TITLE AND LOCATION (*City and State*)
FKAA & Wade Trim Islamorada Transmission Main Replacement
Islamorada, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (*If applicable*)
2023 (ongoing)	**2023 (ongoing)**

(3) BRIEF DESCRIPTION (*Brief scope size, cost, etc.*) AND SPECIFIC ROLE — x Check if project performed with current firm

Construction Manager for Large Diameter Steel Welded 36-inch Transmission Water Main Replacement Project, Construction Administration, Public Outreach, FDOT Coordination, Roadway Replacement, Heritage Trail Replacement, and Direct Owner Purchase Administration, Design Engineer Coordination. Grant Administration.
Role: Construction Manager | Construction Cost: $ 45,000,000.00

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Rutu Nulkar, P.E.	**Senior Geotechnical Engineer/QA/QC Review**	20	20

15. FIRM NAME AND LOCATION *(City and State)*

Terracon Consultants, Inc. (West Palm Beach, FL)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
M.S., Civil Engineering, University of Florida, 2004 B.S., Civil Engineering, Veermata Jijabai Technological Institute, 2001	Professional Engineer: FL: 70625, (02/2027)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Affiliations: American Society of Civil Engineers (ASCE) Florida Engineering Society (FES)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
East Flagami Flood Improvements Reasonable Assurance Reports (RARs) /NW 38th Court to NW 42nd Avenue and NW 1st Street to NW 7th Street Miami, FL	2024	Not Applicable (N/A)

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Senior Geotechnical Project Engineer/Project Manager. The project consists of utility improvements along the project corridor including the proposed construction of one stormwater well system for storm run-off in the proposed area. Provided subsurface exploration and geotechnical engineering services for the utility improvements project. The geotechnical engineering report included site location and exploration plans, boring logs with field and laboratory data, stratification based on visual soil (and rock) classification, groundwater levels observed during drilling, subsurface exploration procedures, description of subsurface conditions, exfiltration test results, geotechnical engineering recommendations for pipe backfill, and geotechnical foundation recommendations for the proposed pump station. Four RARs included current geologic conditions and recommendations for well depth casing that would be sufficient to restrict buoyancy from a Class G-III aquifer into a Class G-II aquifer system. Fee: $130,347

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Dania Beach DCP for Southeast Stormwater Improvements Dania Beach, FL	2022	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Senior Geotechnical Project Engineer/Project Manager. This project consists of stormwater drainage improvements within the area bound from west to east by Federal Highway and SE 5th Avenue and from the south to the north from SE 10th Street to SE 2nd Street. The proposed structures included two pump stations and an exfiltration trench. Terracon performed subsurface exploration and geotechnical engineering that included the advancement of test borings, exfiltration tests, pavement cores, and double ring infiltrometer (DRI tests). The samples obtained in the field were laboratory tested. The firm provided information and geotechnical engineering recommendations relative to subsurface soil (and rock) conditions, groundwater conditions, pavement core information, exfiltration test results, and recommendations for the proposed pump stations. Fee: $38,584

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
NW 84th Avenue Improvements from 58th Street to 74th Street Miami FL	2021	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Senior Geotechnical Project Engineer/Project Manager. The proposed improvements project includes roadway reconstruction, a proposed stormwater system of continuous interconnected exfiltration trench, utility relocations, sidewalks, curb and gutter, signage, mast arms, and signalization. As PM, Rutu managed the project and Terracon's staff, and was in responsible charge of the signed and sealed geotechnical data report. Terracon performed subsurface exploration (borings and percolation tests) and geotechnical engineering services, and provided information and geotechnical engineering recommendations relative to subsurface soil (and rock) conditions, groundwater conditions, and percolation test results.Fee: $31,916

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED

STANDARD FORM 330 (REV. 7/2021)

25-0419

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
SHARON J. MERCHANT	**PRINCIPAL-IN-CHARGE**	30 YEARS	22

15. FIRM NAME AND LOCATION *(City and State)*
THE MERCHANT STRATEGY, INC – 1804 NORTH DIXIE HWY, STE B, WEST PALM BEACH, FL 33407

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
FLORIDA STATE UNIVERSITY – B.S. – INTERNATIONAL BUSINESS	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*



Sharon J. Merchant is a distinguished professional with an impressive career spanning over 30 years, marked by her leadership in both public and private sectors. As a former Member of the Florida House of Representatives and the current President of The Merchant Strategy (TMS), she brings a wealth of experience in public involvement, governmental relations, and community relations. Sharon's illustrious career includes her tenure as a Member of the Florida House of Representatives, where she played a pivotal role in shaping policies and representing the interests of her constituents.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
CES CONSTRUCTION/SEACOAST UTILTIES – WATERMAIN REPLACEMENT PROJECTS – CITY OF PALM BEACH GARDENS, FLORIDA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Ongoing	NA

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒Check if project performed with current firm

The PGA Golf Club Estates development project overseen by CES Consultants encompasses comprehensive water main improvements, involving the replacement of the existing asbestos cement (AC) water main with new ductile iron pipe (DIP). Additionally, the project includes the installation of sewer point of service cleanouts to properties lacking them. Sharon is the Public Involvement Specialist Senior for multiple Seacoast Utilities projects with CES Construction. The projects are the Garden Isles Water Main Replacement project, Crystal Pointe project, Captain's Key project, and the Juno Isles East Water Main Replacement project, all located in Palm Beach Gardens. She is responsible for Quality Assurance and Quality Control. The overall estimated cost for services and outlined expenses is $53,490.

b.

(1) TITLE AND LOCATION *(City and State)*
WHITING TURNER – CITY OF HOLLYWOOD CMAR NORTH BEACH UTILITIES UNDERGROUNDING CONVERSION PROJECT - HOLLYWOOD, FLORIDA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
ongoing	NA

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒Check if project performed with current firm

The North Beach Utilities Underground Conversion, a Go Bond project, includes the hardening of utilities for barrier island north beach area outside of the BCRA district to include residential streets east of A1A to the ocean. Includes pavement restoration, road resurfacing and replacement of streetlights. Sharon is the Public Involvement Specialist Senior for this City of Hollywood CMAR North Beach Utilities Underground Conversion Project. She is responsible for all Quality Assurance and Quality Control. Their estimated total cost for these services amounts to $25,825, covering communication, meeting coordination, hotline management, collateral creation, and quality control for the project. The total estimated project of $5.5 Million

c.

(1) TITLE AND LOCATION *(City and State)*
AECOM –CITY OF BOYNTON BEACH – COQUINA COVE DRAINAGE PROJECT – BOYNTON BEACH, FLORIDA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
ongoing	NA

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒Check if project performed with current firm

The project scope includes complete standard paving, grading, and drainage with improvements to the potable water line on Ocean Inlet Drive to improve fire protection. The proposed drainage system may consist of new piping, inlets, and outfalls to provide some relief to localized flooding. Sharon is the Public Involvement Manager of this project with AECOM for the Coquina Cove Drainage Project in Boynton Beach, Florida. Sharon is responsible for Quality Assurance and Quality Control and will attend all neighborhood and public meetings. With an estimated total of 192 hours, their meticulous services aim to ensure transparent communication, community engagement, and effective public outreach throughout the project's duration, totaling an estimated cost of $23,451.16.

d.

(1) TITLE AND LOCATION *(City and State)*
WGI – CITY OF DELRAY BEACH NORTH SWINTON AVENUE ROADWAY UNFDERGROUND UTILITY IMPROVEMENTS PROJECT – DELRAY BEACH, FLORIDA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
2024	NA

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒Check if project performed with current firm

The scope of this project is to provide civil engineering and design services to design complete roadway and underground utility improvements: sewer / drainage / sanitary force-main / street lighting, and roadway signage; and prepare project implementation documents including plans, specifications, permits, and project cost estimates in accordance with City policies, procedures, standards, and requirements for roadway improvement and utility improvement / replacement of approximately 1.5 miles of roadway and utility improvements. The project also includes streetscape improvements. Sharon is in charge of all quality control and quality assurance for this City of Delray Beach North Swinton Avenue Roadway Underground Utility Improvements project. The overall estimated cost for services and outlined expenses tallies to $57,573.40.

e.

(1) TITLE AND LOCATION *(City and State)*
CITY OF BOYNTON BEACH - CENTRAL SEACREST CORRIDOR UTILITY IMPROVEMENTS PROJECT - BOYNTON BEACH, FLORIDA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
2021	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒Check if project performed with current firm

The project scope included improvements include watermain replacement, wastewater force main, stormwater system upgrades including new exfiltration trench, pavement overlay, landscape relocations, and miscellaneous upgrades to driveway aprons and sidewalks. Sharon was the Public Involvement Senior Specialist for the Water Main Replacement Scope/Central Seacrest Phase II Project. She oversees all public involvement activities, including meetings with stakeholders, maintaining project hotline and preparation of collateral materials. The estimated total cost for these services amounts to $22,000.00.

MERCHANT STRATEGY

STANDARD FORM 330 (REV. 7/2021)

25-0419

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(CITY AND STATE)*

Palm Island and Hibiscus Island Neighborhood Improvements (Miami Beach, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2014	2023

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Miami Beach, FL	Matthew LePera, PE	305.673.7000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

As a design-build team, Wade Trim and Lanzo Construction completed neighborhood infrastructure improvements for the City of Miami Beach's stormwater management program. The improvements included raising and reconstructing the roadways, constructing a new stormwater drainage system with pumped outfalls, new water main installation, relocation of some water services, utility undergrounding, roadway lighting, streetscape improvements, and bike lanes. The stormwater drainage system was modeled using ICPR software and the detailed design for the collection system was completed using AutoCAD C3D. The stormwater drainage improvements required the design and installation of three new pump stations with associated collection systems, treatment trains, and outfalls to Biscayne Bay. Stormwater is treated through a trash rack and continuous deflection separation (CDS) unit to remove trash, debris, sediment, and hydrocarbons from the runoff. It is then pumped to a dissipation structure and through the outfall piping to the outfall.

The water distribution system improvements included 3.2 miles of new, 8-inch ductile iron water main throughout both islands. The water mains were installed along the public streets, including new fire hydrant assemblies, tie-ins to the existing water mains, and service connections at each parcel. The stormwater system included three pumping stations ranging from 20 to 30 MGD and over 10,000 LF of 24- to 60-inch stormwater pipelines. The project scope was expanded during construction to include evaluating all 296 properties for eligibility for a private side collection system based on the Miami Beach revised 2019 drainage policy implementing the requirements of Resolution 2019-30683. The evaluation included updating the ICPR model to evaluate the addition of private drainage connections and resulted in 63 properties opting into the program requiring site specific drainage design and 8 additional DERM class II permitting packages. Because every resident on both islands was impacted, a detailed public involvement program was undertaken including engineering involvement in on site in

PROJECT SIZE

- 4.3 miles of roadway elevation
- 17,500 LF of water mains (8-inch)
- 10,000 LF of stormwater (24- to 60-inch)
- Three pump stations (20 to 30 MGD)

PROJECT COST (DESIGN / CONSTRUCTION)

$3M (design) / $42M (construction)

DISCIPLINE:

- ☑ Urban Road Design with Experience Elevating and Harmonization
- ☑ Stormwater Pipe Design
- ☑ Design and Permitting of Stormwater Pump Stations and Water Quality Treatment Systems
- ☑ Stormwater Hydraulic Modeling
- ☑ Roadway Design





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
A.	Wade Trim	Miami, FL	DB Team / Engineer of Record

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 2

21. TITLE AND LOCATION *(CITY AND STATE)*

Sunset Harbour Neighborhood Improvements (Miami Beach, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2014	2022

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Miami Beach, FL	Matthew LePera, PE	305.673.7000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

The City of Miami Beach is a series of natural and man-made islands. With a ground elevation ranging from 2 to 10 feet above sea level, managing stormwater during heavy rainfall and king tides can be difficult. Improvements were undertaken in the Sunset Harbour Neighborhood, one of the lowest-lying areas in the City, to serve as the pilot for a $400-million City-wide stormwater management program.

The City adopted a significant increase in the tailwater elevation for design of stormwater projects in early 2014. The ground elevation in the Sunset Harbour area is near the design tailwater elevation and below it in some areas. The system that pumped stormwater from the Sunset Harbour Pump Stations No. 1 and 2 to nearby injection wells was no longer a feasible way to dispose of stormwater.

Wade Trim designed upgrades for the existing pump stations and designed a third pump station under a Design-Build contract. The improvements were modeled in ICPR to confirm the proposed improvements would have sufficient capacity for the design storm and the detailed design was completed in AutoCAD C3D. Water quality vortex structures were added to the pump stations, the injection wells were decommissioned, and the discharges were re-piped to larger outfall structures. Control panels were elevated 2 feet above the flood elevation. The new Sunset Harbour Pump Station No. 3 is a pre-cast concrete station with a trash rack, wet well, and pollution control structures designed to the new standards. Two submersible pumps were provided with a capacity of 7,000 GPM each. Water quality treatment structures and a gravity bypass with Tideflex valves were incorporated into the design. The design team eliminated an energy dissipator by upsizing the discharge pipe.

This was the first project in the City to combat sea level rise by raising the neighborhood infrastructure. The elevated roadway design created challenges where building finish floor elevations in the largely commercial neighborhood remained 2 to 3 feet below the crown of the road elevation. Each property required an individual harmonization solution to maintain ADA-compliant access to the buildings. In several areas, the roadway width was decreased to make room for a larger sidewalk and patio area near the building entrances. Positive drainage was established in these areas to keep any minor flooding at the drainage structures away from the building entrances. Significant public outreach efforts were undertaken with property owners impacted by the project.



PROJECT SIZE

- 1.2 miles of roadway elevation
- Two pump station rehabilitations
- New 20-MGD pump station
- 20-inch water mains

PROJECT COST (DESIGN / CONSTRUCTION)

$1.4M (design) / $26M (construction)

DISCIPLINE:

- ☑ Urban Road Design with Experience Elevating and Harmonization
- ☑ Design and Permitting of Stormwater Pump Stations and Water Quality Treatment Systems
- ☑ Water Mains, Force Main and Sanitary Sewer Design
- ☑ Stormwater Hydraulic Modeling



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
A.	Wade Trim	Miami, FL	DB Team / Engineer of Record

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION *(CITY AND STATE)*

Southeast Seminole Heights Flooding Relief (Tampa, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2019	Ongoing (est. 2025)

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Tampa	Saad ElBakkouri	813.274.8469

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

As the lead engineer on a design-build team with Nelson Construction, Wade Trim designed the stormwater conveyance system on this flooding relief project. Design services included route selection, hydrologic modeling, preliminary design report, co-funding assistance, permitting, final design, geotechnical engineering, surveying, sustainable stormwater treatment systems, transportation upgrades, and preparation of guaranteed maximum price (GMP). Segments 1 and 2 consisted of 11,600 LF and 3,700 LF of box culvert, round culverts, laterals, inlets, interconnections to the existing stormwater system, and associated utility construction. Nearly 11,700 LF of water main was also replaced.

Major elements included 5,507 LF of 4- by 7-foot concrete box culvert (CBC); 210 LF of 72-inch reinforced concrete pipe (RCP) installed using trenchless construction techniques; 1,863 LF of 60-inch RCP; 59 LF of 54-inch RCP; 2,898 LF of 48-inch RCP; 1,025 LF of 42-inch RCP; 1,295 LF of 36-inch RCP; 2,270 LF of 30-inch RCP; 299 LF of 24-inch RCP; 420 LF of 18-inch RCP; 4,937 LF of 8-inch sanitary sewer; 15,774 LF of 6-inch water main; 506 LF of 8-inch water main; 1,480 LF of 20-inch water main; 1,022 LF of 24-inch water main; 21 new fire hydrants; 20 water main adjustments to 2-inch through 30-inch water mains; and all associated structures, manholes, removals, meters, and surface restoration.

An outfall structure was designed on the Hillsborough River as one of the main points of stormwater discharge. The structure splits the flow into two structures, each with an internal basket/screen that captures and prevents any trash or debris from entering the river. The structure dissipates flow and settles out suspended sand using a series of internal weirs. Two effluent openings at the structure's point of discharge are large enough for a baby manatee to swim into during a high tide or major storm event. With some help from the local group, Friends of the Hillsborough River, lockable manatee gates were designed and constructed to prevent this from happening.

We designed marked bicycle lanes on Osborne Avenue at the end of the project, and on Hillsborough Avenue west of Central Avenue.



PROJECT SIZE

- 2.9 miles of storm conveyance (18- to 60-inch)
- 2.9 miles of roadway elevation
- 24-inch water mains

PROJECT COST (DESIGN / CONSTRUCTION)

$4.6M (design) / $30M (construction)

DISCIPLINE:

- ☑ Urban Road Design with Experience Elevating and Harmonization
- ☑ Stormwater Pipe Design
- ☑ Design and Permitting of Stormwater Pump Stations and Water Quality Treatment Systems
- ☑ Roadway Design



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
A.	Wade Trim	Tampa, FL	DB Team / Engineer of Record

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(CITY AND STATE)*

Donut Hole Water Mains (Miami Gardens, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2019	2020

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Miami-Dade WASD	Marisela Aranguiz-Cueto	786.552.8894

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

The Miami-Dade Water and Sewer Department extended drinking water service to an underserved area in the City of Miami Gardens known as the Donut Hole area. The existing undersized and deteriorated water mains and main loop closures were replaced to improve system pressure and fire flow protection. As the lead engineer on a design-build team with Lanzo Construction Company, Wade Trim provided design, permitting, and engineering services during construction. More than 6.5 miles of new 6-, 8-, and 12-inch ductile iron pipe water mains were installed, and over 500 service connections were relocated from the rear to the front of properties. All ancillary piping, tapping, and tie-in connections were designed to facilitate successful construction and commissioning of the new water main system, along with property and pavement restoration.

A two-phase approach was used to expedite the project schedule. Construction began on the larger distribution main while the smaller neighborhood lines and associated meter switchovers were still being designed and coordinated with residents. The private meter switchovers required close coordination among the contractor, residents, and design staff to minimize the disturbance to private property.

Wade Trim construction engineering services included construction administration, resident engineering, and inspection, attendance of pre-construction meetings, shop drawing review, RFI review, site field visits, substantial and final completion site field visits, permit closeout, and certification.



PROJECT SIZE

6.5 miles of 6-, 8-, and 12-inch ductile iron pipe water mains

PROJECT COST (DESIGN / CONSTRUCTION)

$608K (design) / $9.5M (construction)

DISCIPLINE:

- ☑ Water Mains Design
- ☑ Construction Engineering and Administration



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

A.	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
	Wade Trim	Miami, FL	DB Team / Engineer of Record

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(CITY AND STATE)*

American Beach Water and Sewer Improvements (American Beach, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2022	2024

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
FGUA	Teresa Irby-Butler, P.E., CGC, ENV SP	407-629-6900 x 106

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

After more than two decades of effort, potable water and centralized sewer are serving American Beach, a historic African-American coastal community on Amelia Island in Nassau County, FL. An infrastructure renewal project was led by the Florida Governmental Utility Authority (FGUA) through an interlocal agreement with the County. Private wells and septic tanks serving residential and commercial properties were replaced to provide a safe and reliable water and sanitary sewer system and fire protection, improve community health and welfare, and promote economic growth in the area.

To minimize financial impacts on this low-income community, Wade Trim assisted FGUA in obtaining State Revolving Fund (SRF) loans from the Florida Department of Environmental Protection (FDEP). Initial efforts included conducting a preliminary environmental assessment, determining existing and future land use, developing future flow rates and peaking factors, preparing conceptual alignments and a route study to co-locate two pipelines through the corridor, and supporting many public presentations to residents and County officials. Due to limited availability of funding in 2021, the project was designed and permitted in 3.5 months to help FGUA obtain two SRF loans totaling $8.6 million for construction, which included partial principal forgiveness. The entire project was completed at no cost to residents.

The design includes 18,480 LF of potable water mains and fire flow ranging from 2- to 6-inch, 16,312 LF of 8-inch gravity sewer, 2,186 LF of 4-inch force main, and two new wastewater pumping stations that can handle 79,250 gallons per day. A total of 311 water and sanitary sewer connections were incorporated in the design. Wade Trim assisted in property acquisition efforts to locate the new utilities. Ultimately, 233 residents transitioned from septic systems to centralized gravity sewer, reducing the negative impacts of excess nutrient pollution on the local environment and water quality. Complete resurfacing of all roadways in the American Beach community was also completed.

PROJECT SIZE

18,480 LF of potable water mains and fire flow ranging from 2- to 6-inch, 16,312 LF of 8-inch gravity sewer, 2,186 LF of 4-inch force main, and two new wastewater pumping stations

PROJECT COST (DESIGN / CONSTRUCTION)

$575K (design) / $8.8 M (construction)

DISCIPLINE:

- ☑ Water Mains, Force Main and Gravity Sewer Design
- ☑ SRF Loans
- ☑ Property Acquisition Efforts
- ☑ Resurfacing of All Roadways





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
A.	Wade Trim	Tampa, FL	Prime (Lead Engineer)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION *(CITY AND STATE)*

SOIRL Septic to Sewer (Zone N, M and T) (Viera, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2024	2026

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Brevard County	Lucas Siegfried, PE	321.633.2089

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

The Indian River Lagoon is a unique and diverse ecosystem spanning Brevard County and four other adjacent counties, providing economic and environmental benefits to local residents and businesses. However, failing septic systems have led to declining water quality, prompting Brevard County and the Save Our Indian River Lagoon (SOIRL) Initiative to identify targeted septic system "Zones" for conversion to centralized sanitary sewer systems.

Wade Trim was engaged to develop a master plan for phasing 10 zones over the program schedule while ensuring adherence to the County's funding constraints. As part of this effort, Wade Trim worked closely with County officials to prioritize zones, determine the appropriate collection system technologies, and phase implementation for cost efficiency and environmental impact reduction.

Following the master plan, Wade Trim initiated the design of the 10 identified zones, along with three additional zones assigned under a separate contract. These designs incorporated a mix of vacuum, gravity, low-pressure, and hybrid sewer systems, depending on site conditions and County objectives. To streamline implementation, priority was given to siting vacuum pump stations (VPS) on County-owned properties, while Wade Trim provided land acquisition assistance when additional property was required. To optimize cost efficiency and attract competitive bids, smaller projects were strategically bundled, grouping zones with similar collection system technologies. In certain instances, zone boundaries were adjusted during the design phase to maximize grant funding opportunities, allowing for the inclusion of additional properties that provided higher nitrogen reduction, increasing eligibility for external funding.

PROJECT SIZE

Vacuum collection system for approximately 85 residential homes

PROJECT COST (DESIGN / CONSTRUCTION)

$1.05M (design) / $32.9M (construction)

DISCIPLINE:

- ☑ Vacuum, Gravity, Low-Pressure, Hybrid Sewer Systems Design
- ☑ Property Acquisition Efforts
- ☑ Hydraulic Modeling
- ☑ Public Outreach
- ☑ Permitting
- ☑ MOT Plan
- ☑ Construction Engineering



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
A.	Wade Trim	Palm Bay, FL	Prime/Lead Designer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 7

21. TITLE AND LOCATION *(CITY AND STATE)*

Gibsonton Septic to Sewer Conversion (Tampa, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2024	Ongoing

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Hillsborough County	Gita Iranipour	813.734.4549

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

Hillsborough County's Gibsonton area is served with septic tanks, private wastewater systems, or remains unserved. The geographical limits of Gibsonton are bounded by several waterways including the Alafia River to the north, Bullfrog Creek to the east, and Tampa Bay to the west. In an attempt to protect these waterways, the County hired Wade Trim to provide wastewater services to all parcels in the area using a vacuum wastewater collection system, eliminating septic systems. The conceptual design report includes a hydraulic analysis, determination of required vacuum pump stations, hydraulic analysis of force mains, and a corridor routing analysis locating new vacuum mains and other pipelines. This is being followed by a master implementation plan to provide initial project phasing and budgets, identify points-of-connection to existing wastewater systems, and establish design and construction standards for the County's overall septic-to-sewer program. Preliminary and final design phase services include design drawings for vacuum pump stations, vacuum mains, location of valve pits, new water mains, force mains, roadway restorations including milling and resurfacing. The vacuum pump station consists of vacuum pumps and a collection tank, sewage pumps, odor control, and SCADA.

Permitting, construction phase services, construction management and observation, and post construction services are also being provided. Many of the residential streets in this area are narrow and many parcels are served with water mains constructed of asbestos cement pipe that will be removed and replaced. The installation of the vacuum main, associated service laterals, force mains, as well as the removal and replacement of the asbestos cement pipe will adversely impact the local public roads. A public outreach program will be implemented to garner public support and increase understanding of the project. Major intersection and local railroad crossings call for trenchless installation technologies including jack-and-bore and horizontal directional drill. With portions of the corridor congested with many utilities, several existing force main pipelines will be consolidated into the main force main between the vacuum pump station and system point-of-connection.

PROJECT SIZE

- 16 miles of vacuum main
- Five miles of force main
- 7 miles of existing asbestos water mains and service laterals were replaced

PROJECT COST (DESIGN / CONSTRUCTION)

$5.93M (design) / $64M (construction)

DISCIPLINE:

- ☑ New Vacuum Pump Stations
- ☑ Replacement of All Water Mains and Force Mains
- ☑ Roadway Restoration
- ☑ MOT Planning
- ☑ Community Outreach
- ☑ Permitting
- ☑ Construction Phase Services





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
A.	Wade Trim	Tampa, FL	Prime/Lead Designer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 8

21. TITLE AND LOCATION *(CITY AND STATE)*

Westcliff Flood Control (Fort Worth, TX)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2011	Ongoing (est. 2025)

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Fort Worth	Mike Bennett, PE	817.392.7891

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

Wade Trim assisted the City of Fort Worth with drainage and flood control improvements in the Westcliff Drainage District. This fully developed urban area has little open space for stormwater improvements. Combined 1D and 2D hydrologic and hydraulic modeling was developed to evaluate the Westcliff South and North Districts' existing storm sewer capacity and the extent and depth of existing surface flooding.

To alleviate future flooding, underground storage and sewer improvements were recommended. Wade Trim identified a phased program to optimize use of available funding to initially solve problems in the South District that also benefit the North District by eliminating cross-district surface flooding. Wade Trim also coordinated with City staff to identify and design routes for a portion of the conveyance improvements that would coincide with future street rehabilitation projects. This minimized disruption, optimized the implementation schedule, and opened up an additional funding source.

Wade Trim was subsequently contracted to design the improvements in two phases. Phase 1 consisted of 3,500 LF of 21- to 60-inch reinforced concrete pipe and reinforced box culvert ranging from 7-foot by 7-foot to 10-foot by 8-foot. The project required tunneling under a railroad crossing and coordinating with the City Water Department on water and sanitary sewer improvements. Phase 2 was divided into two parts to minimize local disruptions. Phases 2A and 2B modified conveyance sewer routing to coincide with other City improvement projects. The resulting alignment included 1,420 feet of reinforced concrete box culverts and extensions for future connections. A 10-foot by 10-foot reinforced concrete junction box was also added to accommodate connection with future large-diameter storm drain improvements and storage facilities.

PROJECT SIZE

.7 miles of 21- to 60-inch storm sewer

PROJECT COST (DESIGN / CONSTRUCTION)

$1M+ (design) / $14M (construction)

DISCIPLINE:

- ☑ Stormwater Pipe Design
- ☑ Design and Permitting of Stormwater Pump Stations and Water Quality Treatment Systems
- ☑ Stormwater Hydraulic Modeling





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
A.	Wade Trim	Dallas, TX	Prime/Engineer of Record

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 9

21. TITLE AND LOCATION *(CITY AND STATE)*

GT Lohmeyer WWTP Redundant Effluent 60-inch Force Main (Fort Lauderdale, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2023	Ongoing (est. 2026)

23. PROJECT OWNER'S INFORMATION

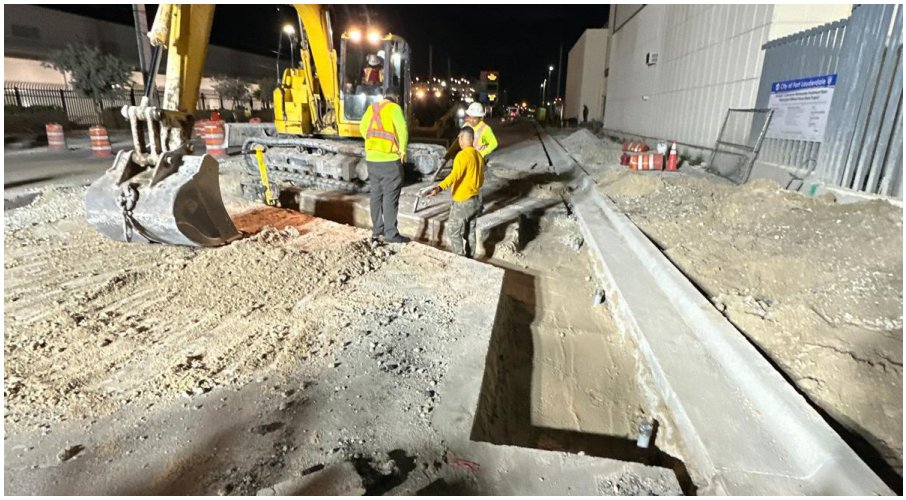
A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Fort Lauderdale	Daniel LaCross	954.426.1221

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

Wade Trim is the lead Design-Build Lead Engineer for Ric-Man Construction Florida providing hydraulic modeling, design, permitting, and construction administration for the installation of 4,000 linear feet of 60-inch redundant effluent force main via open cut and microtunnel trenchless method. The pipe material will be prestressed concrete cylinder pipe below grade and ductile iron above grade. In addition, roadway widening and drainage improvements of Eisenhower Blvd.

The project involves design and construction of the force main, line stops, relocation of third-party utilities, hydraulic and transient modeling, modification to 5 disposal injection wells, modifications to the effluent pump station manifold, bypass pumping and flow metering, electrical and instrumentations modifications, replacement/design of stormwater facilities. The project included an expansion of the lanes of traffic of the Eisenhower Boulevard and detailed maintenance of traffic drawings, to accommodate construction of the shaft on the road without impeding traffic. The work is located adjacent to Port Everglades and fuel storage facilities, where contaminated soils and groundwater are present.

This project has multiple stakeholders and utility owners requiring extensive coordination. The force main is being designed in phases to meet specific contract deadlines and interacting with 5 major capital improvement projects that overlapped in project corridor. Permits and approvals are required from the City of Fort Lauderdale, Port Everglades, Broward County, SFWMD, and FDEP.



PROJECT SIZE

.7 miles of 60-inch force main

PROJECT COST (DESIGN / CONSTRUCTION)

$3.4M (design) / $45.9M (construction)

DISCIPLINE:

- ☑ Force Main Design and Construction
- ☑ Relocation of Third-party Utilities
- ☑ Hydraulic and Transient Modeling
- ☑ Modifications to 5 Disposal Injection Wells
- ☑ Modifications to the Effluent Pump Station Manifold
- ☑ Replacement/Design of Stormwater Facilities
- ☑ Roadway and Drainage Improvements
- ☑ Extensive Coordination of Multiple Stakeholders



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
A.	Wade Trim	Tampa and Miami, FL	DB/Engineer of Record
B.	McFarland Johnson	Hollywood, FL	Subconsultant (Environmental)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 10

21. TITLE AND LOCATION *(CITY AND STATE)*

North Bay Village Stormwater Pump Station Assessment and Design, (North Bay Village, FL)

22. YEAR COMPLETED

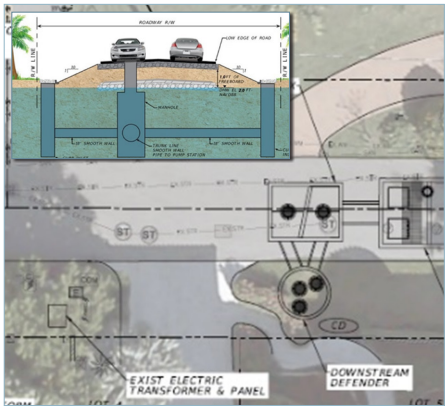
PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2021 - 2024	2024

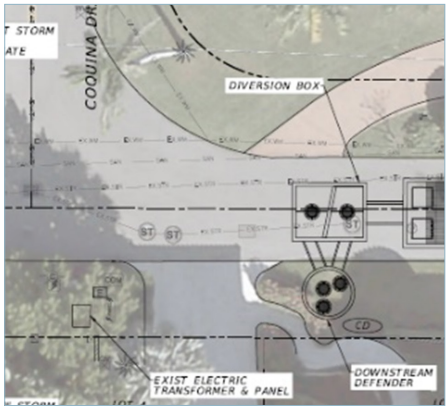
23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
North Bay Village	Marlon Lobban, PE	305.756.7171 EXT. 66 MLobban@nbvillage.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

BCC assisted North Bay Village (Village) in developing its first stormwater master plan (SWMP). As part of the SWMP development, it was determined that North Bay Island (NBI) would require two 27 cubic feet per second (CFS) pump stations (PS), and roads would need to be raised by approximately two feet to meet the projected sea level and groundwater rise during a 2050 planning horizon. The Village retained BCC to design the PS within the grant timeline under the current General Engineering Services Contract. Under the contract, BCC services include hydrologic/hydraulic modeling, water quality modeling, design, surveying, feasibility studies, geotechnical investigations, permit preparation, construction plans, specifications, and contract documents. They also assist with reviewing contractor bids, provide comprehensive project management services, and offer construction engineering and inspection services. Services include comprehensive engineering for stormwater system modeling, planning, and design; secondary drainage studies; engineering analysis and design; and environmental engineering and permitting.





PROJECT SIZE

PS Capacity: 24,240 GPM

PROJECT COST (DESIGN / CONSTRUCTION)

$275,415 (design)
$5 Million (construction)

DISCIPLINE:

- ☑ Urban Road Design with Experience Elevating and Harmonization
- ☑ Design and Permitting of Stormwater Pump Stations and Water Quality Treatment Systems
- ☑ Stormwater System Modeling
- ☑ Environmental Engineering
- ☑ Permitting

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

A.	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
	BCC Engineering, LLC	Miami, FL	Lead Designer

25-0419

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 11

21. TITLE AND LOCATION *(CITY AND STATE)*

Flagler Street Downtown Beautification (Miami, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2011 - 2019	2019 - 2024

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Lanzo Corporation / City of Miami Department of Capital Improvements	Hector Badia, PE, Director of the Office of Capital Improvements	305.416.1236 HBadia@miamigov.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

The City of Miami Office of Capital Improvements project involves the beautification of Flagler Street in Downtown Miami, Florida, encompassing roadway, parking, and pedestrian accommodations. The professional civil engineering services provided include stormwater hydraulic modeling, full roadway reconstruction with concrete brick pavers, elimination of curbing in favor of flush valley gutters and continuous trench drains, sidewalk widening, valet parking system implementation, on-street parking reconfiguration, and coordination with the landscape architect to propose trees in a corridor densely populated with underground utilities, which are designed and permitted for relocation. The project's goal is to transform Flagler Street into a pedestrian-friendly roadway that can be closed for special events, creating a street plaza environment. Additionally, traffic calming measures such as lane narrowing, high-visibility pedestrian crosswalks, and decorative street furniture have been introduced. The project also includes new hardscape patterns, street lighting design, a new water distribution line, two sanitary sewer gravity lines, and a redesigned drainage system for a 100-year service life. Extensive coordination with the Miami Downtown Development Agency (DDA), Miami Parking Authority, Utility Agency Owners (UAOs), and permitting authorities is integral to the project. Furthermore, BCC provided Construction, Engineering, and Inspection services.

PROJECT SIZE

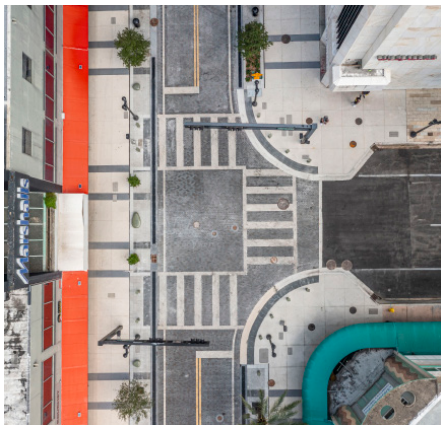
Project Length: 0.36 miles

PROJECT COST (DESIGN / CONSTRUCTION)

$1.5 Million (design)
$20 Million (construction)

DISCIPLINE:

- ☑ Urban Road Design with Experience Elevating and Harmonization
- ☑ Stormwater Hydraulic Modeling
- ☑ Roadway Reconstruction
- ☑ New Water Distribution Line
- ☑ Two Sanitary Sewer Gravity Lines
- ☑ New Redesign Drainage System
- ☑ Permitting
- ☑ Construction, Engineering, and Inspection





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
A.	BCC Engineering, LLC	Miami, FL	Lead Designer

25-0419

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 12

21. TITLE AND LOCATION *(CITY AND STATE)*

Convention Center Pump Station at The Intersection of Washington Avenue and Dade Boulevard (Miami Beach, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2015 - 2016	2016 - 2018

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Miami Beach	Jay Fink, PE	305.673.7080, JayFink@miamibeachfl.gov

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

This Design-Build Neighborhood Improvements Project encompassed an area of approximately 84 acres. The improvements included the installation of 2 pump stations consisting of 4-20,000 GPM low-head axial pumps, stormwater pipes ranging from 72" to 96", water quality treatment structures discharging treated runoff directly into a duplex wet well, a long energy dissipater structure, and approximately 175 feet of new seawall by the most updated City of Miami Beach Public Works standards. This project took into consideration the effects of sea level rise and ensured that this facility would function properly for the estimated design life of the project. Mr. Ferrero assisted in the hydraulic modeling and preparation of construction drawings.



PROJECT SIZE

PS Capacity: 20,000 GPM
84 Acres (Approx.)

PROJECT COST (DESIGN / CONSTRUCTION)

$5.5 Million (construction)

DISCIPLINE:

- ☑ Min. 60" Stormwater Pipe Design
- ☑ Design and Permitting of Stormwater Pump Stations and Water Quality Treatment Systems
- ☑ Stormwater Hydraulic Modeling

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
A.	BCC Engineering, LLC	Miami, FL	Lead Designer

25-0419

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS PROJECT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 13

21. TITLE AND LOCATION *(CITY AND STATE)*

41st St. Water Main Replacement

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(IF APPLICABLE)*
2023	2024

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Miami Beach	Omar Mendoza	305.673.7080

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(INCLUDE SCOPE, SIZE, AND COST)*

To replace aging water main, increase capacity, and prepare for future infrastructure improvements, the City of Miami Beach upsized 1,200 LF of water main along 41st Street and across the Indian Creek Waterway. Located 10 miles east of the Miami International Airport, the project site is a high tourism area within FDOT right-of-way (ROW) that offers one of few access points to the beach. As prime designer, Wade Trim led a team of subconsultants in geotechnical, survey, utility, and maintenance of traffic (MOT).

Existing 16-inch, cast iron, water main from Pine Tree Drive to Collins Avenue, that was attached to the 41st Street Bridge, was replaced with 20-inch HDPE water main under the waterway. The east and west tie-in points were installed via open-cut construction. Horizontal directional drilling (HDD) was used to cross the waterway. Key design challenges included a compound curve, HDD alignment due to the ROW limitations and a congested utility corridor. Additionally, the HDD profile navigated a challenging soil-rock interface, while aligning with the bridge and avoiding its substructure and pilings.

Maintaining site access for residents, tourists, and emergency vehicles during construction was paramount. Further, multiple residential buildings had their only parking entrance within the MOT limits. This required tight staging, drilling, and pipe-fusing areas at either end of the project, along with night work for the pipe pullback operation within 200 feet of the beach. In addition, the HDD machine was placed on the west side of 41st Street to avoid closing access to the beach through Indian Creek Drive. Permitting was facilitated through multiple departments from FDOT, USACE, RER, and FDEP.

Stakeholder coordination and permitting were extensive to avoid concurrent projects; stay within federal, local, and state requirements; and prepare for projects on the City's horizon. While separate ongoing water main replacement projects needed to tie into the new 41st Street water main, upcoming projects that require the water main to be complete include the FDOT 41st Street Bridge Rehabilitation, resurfacing and rehabilitation of Collins Avenue and Indian Creek Drive, and Miami Beach's 41st Street Beautification of landscaping and hardscape improvements.

PROJECT SIZE

1,200 LF of water main

PROJECT COST (DESIGN / CONSTRUCTION)

$249,523 (design)/$2.7M (construction)

DISCIPLINE:

- ☑ Water Main Replacement
- ☑ MOT
- ☑ Congested Utility Corridor
- ☑ Permitting
- ☑ Stakeholder Coordination





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
A.	Wade Trim, Inc.	Miami, FL	Prime/Lead Designer

25-0419

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*												
		1	2	3	4	5	6	7	8	9	10	11	12	13
Shari Ramirez, PE	Project Manager / Water Mains									●				●
Tom Brzezinski, PE	Principal in Charge	●	●		●		●	●						●
Freddy Betancourt, PE	QA/QC and Technical Advisor			●					●	●				●
Gary Prenger, PE	QA/QC and Technical Advisor	●				●		●						
David Mullen, PE	Design Manager / Stormwater Pumping and Conveyance Lead / Harmonization							●		●				●
Salome Montoya, PE	Utilities Pipeline Lead							●		●				
James Gunther, PE	Construction Engineering Lead							●						
AJ Gutz, PE	Hydraulic Modeling							●						
Sam Graybill, PE	Conveyance Pipe Design						●							
Anthony Vecchio, PE	Conveyance Pipe Design									●				
Mike Demko, PE	Pump Station / Water Quality				●		●							
Jim White, PE	Structural Design		●				●	●						
Lindsey Scott, PE	Sanitary Force Main Engineer	●	●	●		●								
Starr Alfonso	Utility Coordination		●				●			●				●
Oscar Duarte, PE	Gravity Sewer					●	●	●						
Andy Franosz, DBIA	Constructability						●			●				
Wayne Hoffman	Grant Administration					●								
Henric Mendez, PE	Street Lighting											●		
Jean Rodriguez, PE	Cost Estimating / Grant Administration										●			
Dacha Quintana, PE	Signalization											●		
Keri-Ann C. Coore-Vickers, PE	Signing & Pavement Markings											●		

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(FROM SECTION F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(FROM SECTION F)*
1	Palm Island and Hibiscus Island Neighborhood Improvements (Miami Beach, FL)	7	Gibsonton Septic to Sewer Conversion (Tampa, FL)
2	Sunset Harbour Neighborhood Improvements (Miami Beach, FL)	8	Westcliff Flood Control (Fort Worth, TX)
3	Southeast Seminole Heights Flooding Relief (Tampa, FL)	9	GT Lohmeyer WWTP Redundant Effluent 60-inch Force Main (Fort Lauderdale, FL)
4	Donut Hole Water Mains (Tampa, FL)	10	North Bay Village Stormwater Pump Station Assessment and Design (North Bay Village, FL)
5	American Beach Water and Sewer Improvements (American Beach, FL)	11	Flagler Street Downtown Beautification (Miami, FL)
6	SOIRL Septic to Sewer (Zone N, M and T) (Viera, FL)	12	Convention Center Pump Station at The Intersection of Washington Avenue and Dade Boulevard (Miami Beach, FL)
		13	41st St. Water Main Replacement (Miami Beach, FL)

25-0419

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS (Cont.)

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*												
		1	2	3	4	5	6	7	8	9	10	11	12	13
Lazaro Ferrero, PE	Stormwater Drainage										●		●	
Oscar Oliva, PE	MOT / TTCP / SWPP											●		
Jean Pierre Valle, PE	Hydraulic Modeling										●			
Andrew List, PE	Roadway Design											●		
Carlos Morales	Harmonization										●			

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(FROM SECTION F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(FROM SECTION F)*
1	Palm Island and Hibiscus Island Neighborhood Improvements (Miami Beach, FL)	7	Gibsonton Septic to Sewer Conversion (Tampa, FL)
2	Sunset Harbour Neighborhood Improvements (Miami Beach, FL)	8	Westcliff Flood Control (Fort Worth, TX)
3	Southeast Seminole Heights Flooding Relief (Tampa, FL)	9	GT Lohmeyer WWTP Redundant Effluent 60-inch Force Main (Fort Lauderdale, FL)
4	Donut Hole Water Mains (Tampa, FL)	10	North Bay Village Stormwater Pump Station Assessment and Design (North Bay Village, FL)
5	American Beach Water and Sewer Improvements (American Beach, FL)	11	Flagler Street Downtown Beautification (Miami, FL)
6	SOIRL Septic to Sewer (Zone N, M and T) (Viera, FL)	12	Convention Center Pump Station at The Intersection of Washington Avenue and Dade Boulevard (Miami Beach, FL)
		13	41st St. Water Main Replacement (Miami Beach, FL)

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

The City of Boynton Beach is seeking a qualified engineering consulting firm to provide engineering design and environmental review services for the San Castle Neighborhood Project. The project involves upgrading drainage, utilities, and roadway improvements for the San Castle neighborhood, which is located in the area north of NE 26th Avenue, West of Grove Road/Orchid Road, South of Mentone Road, and East of N. Seacrest Boulevard.

Wade Trim is pleased to partner with the City in transforming the San Castle Neighborhood into a resilient and thriving community. We understand the regular inconvenience to the neighborhood, particularly to vehicular and pedestrian mobility, from high tide or heavy rain events, and our team is prepared to address these challenges.

Introduction to the Team

At Wade Trim, we are committed to maximizing the value of your infrastructure investment. For nearly a century, we've been solving complex engineering challenges to create stronger communities.

Our firm is a nationally recognized, multidisciplinary engineering consulting firm specializing in stormwater management, conveyance and pumping, and pipeline design.

Our extensive expertise in stormwater design is supported by our presence in 23 offices across 9 states, including locations in Florida: Miami, Tampa, Orlando, and Palm Bay. **Exhibit 1** presents key statistics about our firm, including our years of experience, ENR rankings, and other notable metrics.

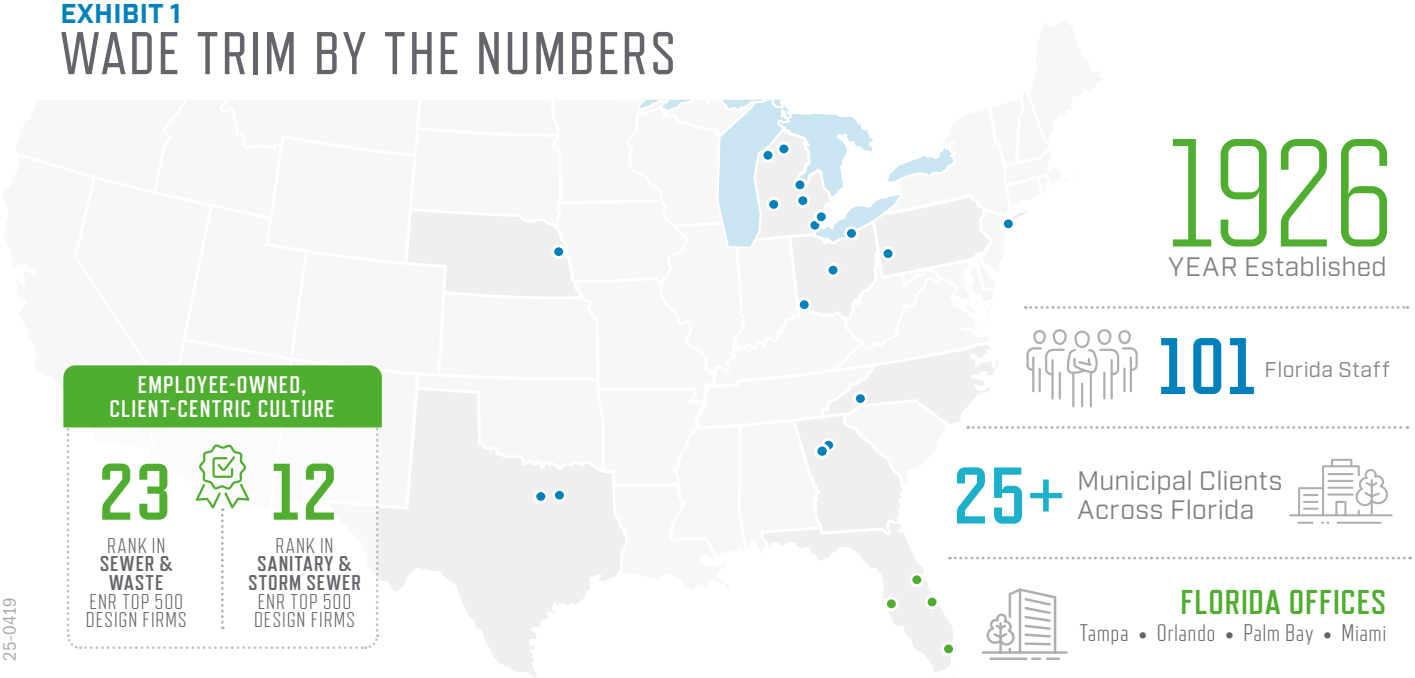
All of the firms on our team share a common service philosophy, striving to support the City of Boynton Beach in its resiliency goals. This philosophy enables seamless teamwork necessary for the protection of property and infrastructure throughout the San Castle neighborhood.

Wade Trim has partnered with **BCC Engineering (BCC)** to bolster our capabilities in roadway design, stormwater drainage, and hydraulic modeling.

BCC Engineering is a multidisciplinary engineering firm with a proven track record of delivering innovative,

EXHIBIT 1

WADE TRIM BY THE NUMBERS



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resilient, and community-focused infrastructure solutions across Florida. With over 31 years of experience, BCC has relevant experience in roadway design, drainage system upgrades, and water and sewer utility improvements. Their team has successfully led neighborhood revitalization initiatives for municipal clients across South Florida.

With extensive experience in flood protection, sea-level rise, and water quality issues, the Wade Trim/BCC Team is well-prepared to design resilient and environmentally responsible systems that meet the City's challenges head-on.

Assigning the right team members on the project is an important early step in any project. The Wade Trim/BCC Team is positioned with local subconsultants to be a reliable and responsive consultant while delivering on the City of Boynton Beach's project. Our approach is based on the belief that we will function as an extension of the City's staff.

We believe every high-performance team is rooted in working collaboratively, together and with the City, to create a network of like-minded professionals focused on delivering high quality design and engineering services.

Wade Trim will serve as the prime lead on this project with BCC Engineering as a key teaming partner. We have also engaged nine subconsultants to create a diverse team that will ensure the City receives all the necessary services for a successful project delivery. **Exhibit 2** on the next page outlines the individual strengths of our team members as well as our collective strengths as a group.

History Working Together

Wade Trim and BCC have recently partnered on the City of Hollywood contract to provide construction engineering and inspection services.

Additionally, Victor Herrera with BCC used to be a Wade Trim employee and worked with our team on the City of Miami Beach Palm & Hibiscus Island Neighborhood Improvements and Sunset Harbor Neighborhood Improvements projects.

Several of our key team members have previously worked at BCC, collaborating closely with BCC's Victor Herrera and other BCC staff members on multiple projects. This personal work history brings an elevated level of respect and understanding on how to work together. Our shared history of collaboration will contribute to the success of this project.

Firm Qualifications

The Wade Trim/BCC Team possesses exceptional qualifications in stormwater pumping and conveyance, stormwater management, roadway design, water and wastewater pipeline design, climate resiliency, and more. The following is a summary of our Team's qualifications in these areas.

Stormwater Pumping and Conveyance

Wastewater and stormwater conveyance has been a cornerstone of our practice for nearly a century. From our early days designing community wastewater and water infrastructure, we've evolved to handle lift/pump stations with capacities up to 1 billion gallons per day. As our projects have grown in size and complexity, so too has our technical expertise. We begin by thoroughly understanding your needs and drivers to ensure we deliver the most effective solution. The following are a few key projects we have worked on similar in scope:

- **City of Miami Beach Stormwater Palm and Hibiscus Neighborhood Improvements Project.** The stormwater drainage system in the Palm and Hibiscus project required designing and installing three new pump stations with outfalls to Biscayne Bay ranging from 40,000 to 60,000 GPM.
- **City of Miami Beach Sunset Harbour Island Neighborhood Improvement Project.** In the award-winning Sunset Harbour project, a new, pre-cast concrete pump station was designed to the new standards.

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EXHIBIT 2 Collective Strengths and Roles for the Wade Trim Team

Collective Firm Strengths

- Our team specializes in stormwater management and flood protection, using cutting-edge analytical tools and sustainable technologies. Our Team is well-equipped to design resilient stormwater systems that improve water quality and protect the Boynton Beach San Castle Neighborhood from flooding risks.
- Our Team's expertise in underground utilities design, permitting, and construction engineering ensures that we provide reliable solutions tailored to meet the specific needs of South Florida's unique environmental conditions.
- Our team has provided CDBG services to communities for several decades, focusing on the development of action plans, developing approaches to program management, and assisting recipients in creating and implementing compliance plans.

[1]MBE/WBE/SBE Firms
[2] In the process of obtaining SBE

WT — Wade Trim | Project Management, QA/QC, Technical Advisors, Design Manager, Harmonization, Hydraulic Modeling, Conveyance Pipe Design, Pump Station, Water Mains, Sanitary Force Mains, Gravity Sewer, Constructability, Permitting, Cost Estimating, Construction Engineering, Grant Administration

» Nationally recognized, multidisciplinary engineering consulting firm specializing in stormwater management, conveyance and pumping, and pipeline design.

BCC — BCC | QA/QC, Technical Advisors, Roadway Design, Stormwater Drainage, Hydraulic Modeling, Cost Estimating, Grant Administration

» Over 30 years of experience in roadway design, drainage system upgrades, and water and sewer utility improvements.

TMS — The Merchant Strategy (TMS) | Public Outreach[1]

» Extensive experience, including Boynton Beach, in public engagement, government and community relations, crisis management, social media, and media relations, with a focus on minimizing disruptions during public infrastructure projects such as roadway expansions and utility upgrades in

MCF — McFarland Johnson | Environmental, Blue Green Stormwater Infrastructure

» Highly skilled professionals with unique knowledge of NEPA, environmental reviews for Community Development Block Grant (CDBG), HUD type projects.

SFES — South Florida Engineering Services | Construction Inspection[2]

» Over 20 years of experience in project engineering and construction management services.

TER — Terracon | Geotechnical Engineering

» Over 60 years of professional engineering expertise and a strong presence in the City of Boynton Beach with more than three decades of experience wihin the local geologic settings.

CCI — Corrosion Control Inc. | Corrosion Control

» Extensive experience providing corrosion engineering services throughout the state of Florida for a variety of utilities, and analysis of soil corrosivity and corrosion control design for new water mains.

INF — Inframap | SUE Services

» Successfully completed more than 26,000 projects and designated more than 32 million feet of utilities.

AVI — Avirom | Surveying Services[1]

» Working with the City of Boynton Beach since 1991, providing services such as boundary surveys, topographic/route of line surveys, platting services, and sketch and descriptions.

EDA — EDA | Electrical Engineering[1]

» Specializing in electrical and instrumentation design for water and wastewater facilities for over 27 years.

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This was the first project in the City to combat sea level rise by raising the neighborhood infrastructure.

- **City of St. Petersburg Lift Station 87 Wet Weather Flow Transfer Project.** We delivered the City's first progressive award-winning design-build project to help the City resolve the challenge of balancing wet weather flows between the City's southwest and northwest facilities during wet weather events. The project entailed designing and constructing a new 3.5 MGD lift station, three miles of 16" force main, and modifications to an existing lift station to connect the new force main.



City of Miami Beach: Palm and Hibiscus Stormwater Neighborhood Improvements project



City of Miami Beach: Palm and Hibiscus Stormwater Neighborhood Improvements project

Utility Pipelines

Wade Trim has one of the largest Florida-based pipeline design teams in the area and continuously delivers small and large diameter pipeline projects for municipal clients. From septic to sewer or neighborhood improvements, our team has a great grasp at understanding project corridors and performing multi-utility designs in shared spaces.



City of St. Petersburg: Lift Station 87 Wet Weather project

Our staff also has extensive knowledge in AC pipe replacements via open-cut and pipe bursting. Our projects are proof of what our team can accomplish.

Wade Trim has delivered numerous pipelines in recent times across Florida including:

- **Miami-Dade Water and Sewer Dept. (WASD) (Donut Hole).:** 21,385 LF of 8-inch, 11,486 LF of 12-inch, and 1,900 LF of 6-inch ductile iron water mains and fittings
- **FGUA (American Beach):** 18,480 LF of 2- to 6-inch water mains and fire flow, 16,312 LF of 8-inch gravity sewer, 2,186 LF of 4-inch force main, and two new wastewater pumping stations
- **Tampa Bay Water (Southern Hillsborough County Expansion):** 15 miles of 60-inch water transmission main
- **Miami-Dade WASD (FM Rehabilitation):** 3 miles of 72-inch force main
- **Peace River Manasota Water Supply Authority (Phase 3C Regional Interconnect):** 7 miles of 42-inch water transmission main
- **Florida Keys Aqueduct Authority (Islamorada):** Design and CEI services for 5.5 miles water transmission main of 36-inch, with another 1.5 miles currently under design and CEI services for another 7 miles
- **City of Tampa (Harbour Island):** 13,500 LF of 54-inch-diameter force main and 5,000 LF of 48-inch-diameter reclaimed water main for the Harbour Island project
- **City of Ft. Lauderdale (GT Lohmeyer):** 4,000 LF of 60-inch effluent force main from the WWTP to the disposal injection wells
- **Miami WASD Donut Hole Water Mains.** Wade Trim

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replaced the existing water mains and loop closures in an unserved area in the City of Miami Gardens to improve system pressure and fire flow protection.

- **City of Tampa Harbour Island Force Main**



Miami Dade WASD: Donut Hole Water Mains

Replacement Project. Wade Trim completed a route evaluation, design, and construction of 13,500 LF of 54-inch-diameter force main and 5,000 LF of 48-inch-diameter reclaimed water main. This was one of the longest drive microtunnels in Florida under the Garrison Channel for the City of Tampa.

- **Ft. Lauderdale GT Lohmeyer WWTP Redundant**



City of Tampa: Harbour Island Force Main Replacement project

Effluent Force Main Project. We are currently the lead designer responsible for the design and construction of the force main, line stops, relocation of third-party utilities, hydraulic and transient modeling, modification to 5 disposal injection wells, modifications to the effluent pump station manifold, bypass pumping and flow metering, electrical and instrumentations modifications, and replacement/ design of stormwater facilities.

Our team partners BCC also have extensive utility



City of Ft. Lauderdale: GT Lohmeyer WWTP Redundant Effluent Force Main project

design and construction experience. They are currently delivering the very first Close Tolerance Pipe Slurrification (CTPS) project in the State of Florida for AC pipe elimination.

- **City of Sunrise CTPS Project.** BCC Engineering led the design and implementation of a trenchless pipeline replacement for the City of Sunrise, encompassing over 55,000 linear feet of water and force mains. This included the replacement of 38,500 linear feet of asbestos cement (A/C) pipe within a residential area. To minimize community disruption, BCC initially proposed pipe bursting as the trenchless method. However, Broward County's Air Licensing & Permitting/Asbestos Program disallowed pipe bursting of A/C pipe based on updated USEPA guidance.

  In response, BCC identified and proposed an



City of Sunrise: CTPS Project

Alternative Work Practice (AWP) approved by the EPA: Close Tolerance Pipe Slurrification (CTPS). This method enables controlled removal of A/C pipe while minimizing the risk of asbestos exposure and environmental contamination. The CTPS process involves the creation of a sealed annular space using bentonite slurry to isolate asbestos-containing material (ACM), which is then safely removed at designated access and relief points.

Stormwater Drainage

Our teaming partner, BCC, also has a proven track record of delivering comprehensive stormwater management solutions for municipalities throughout South Florida. They understand the importance of planning, designing, constructing, and maintaining stormwater infrastructure that effectively addresses both current and future flooding challenges.

Over the years, BCC has successfully developed all-encompassing Stormwater Master Plans (SWMPs) and executed resilient drainage improvement projects that mitigate climate-driven flooding issues. Their experience includes conducting complex drainage studies using hydrologic and hydraulic (H&H) models across Miami-Dade and Broward counties.

For example, they have successfully completed the following projects:

- **North Bay Village's SWMP Project.** BCC completed the first ever SWMP for the Village, in which they evaluated existing stormwater facilities and projected the impacts of sea level rise through 2060. The plan identified necessary improvements, prioritized them through a Capital Improvement Plan (CIP), and explored funding sources to reduce the financial burden on residents.
- **City of Lauderhill Stormwater Management and Flood Protection Master Plan Project.** BCC cataloged the City's drainage system, modeled flooding scenarios, and established a long-term CIP to address flood protection deficiencies. Their approach emphasizes community involvement, policy development, sustainability, and innovative design solutions, ensuring that stormwater systems are cost-effective, adaptable, and tailored to meet the unique needs of each municipality.

By integrating cutting-edge technology, such as 1D/2D modeling, and fostering public engagement, BCC continues to deliver stormwater solutions that enhance flood resilience and protect communities from future challenges.



North Bay Village: Stormwater Master Plan project



City of Lauderhill: Stormwater Management project

Roadway Design

Our teaming partner, BCC, also has extensive experience in roadway design, having successfully completed numerous transportation projects throughout South Florida.

With over $6 billion in transportation project delivery, BCC has contributed to improving regional infrastructure through the design and management of major roadway, bicycle, and pedestrian improvements.

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Their experience includes Local Agency Program (LAP) projects, such as:

- **Miami-Dade County Department of Transportation and Public Works (DTPW) SW 137th Avenue.** The project involved improvements to SW 268th Street, expanding it from a four-lane undivided section to a five-lane section with a two-way left turn lane from SW 142nd Avenue to SW 119th Avenue, and transitioning into a four-lane divided section with a median separator from SW 122nd Avenue to SW 112th Avenue. The scope included curb and gutter, sidewalks in developed areas, and bicycle lanes throughout the project limits. BCC Engineering was responsible for preparing design plans, drainage reports, lighting, signing and pavement markings, signals, and permitting.



Miami-Dade County DTPW SW 137th Avenue project

- **Miami-Dade County Department of Transportation (DTPW) SW 268/264 Street Connector Project.** This project consists of new construction of a 3.2-mile segment of SW 137th Avenue which will be initially constructed as a four-lane divided facility between US 1 and SW 248th St and a two-lane undivided facility between SW 248th St and SW 200th St. This project includes roadway design, signalization (including the design of two new signalized intersections at SW 248th St. and SW 216th St.), drainage, traffic control, bridge design, signing and pavement markings, lighting, environmental, specifications and coordination with DERM and SFWMD.



Miami-Dade County DTPW SW 268/264 Street Connector project

BCC's expertise spans from the design of roadway elements to overall project management, ensuring seamless coordination with local agencies, adherence to permitting standards, and successful delivery on expedited schedules. BCC's familiarity with the South Florida's highway standards, coupled with a deep understanding of the nuances of South Florida's transportation infrastructure, enables them to offer innovative and efficient solutions for complex roadway design projects. Through a hands-on project management approach and collaborative partnerships, BCC consistently delivers cost-effective, high-quality roadway design services that meet both client needs and community goals.

Construction Engineering

Wade Trim provides construction engineering and inspection services for all public utilities for the continuing engineering client communities we serve. Our construction engineers, and inspection and testing technicians perform the full range of construction oversight including project management and record keeping; inspection, quality assurance materials sampling and testing; and construction staking, from the preconstruction stages through project acceptance. Trained inspectors and field engineers document compliance with community standards during construction and deal with issues and changes that occur in the field.

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Grants/Funding

Funding is critical to every project. As community leaders struggle to stretch their local revenues to maintain services for their constituents, outside funding sources at the federal and state levels are being targeted to supplement capital budgets. Wade Trim helps municipalities and regional agencies secure project funding, such as grants and loans, to implement infrastructure projects.

Our project managers and client representatives stay updated on funding opportunities, proposed and active legislation impacting federal and state funding, and application and milestone deadlines. Our staff members are also trained to identify conventional and unconventional funding sources and provide grant writing or persuasive communication support needed to develop successful applications. **Exhibit 3** summarizes our funding/grant capabilities.

Community Development Block Grant

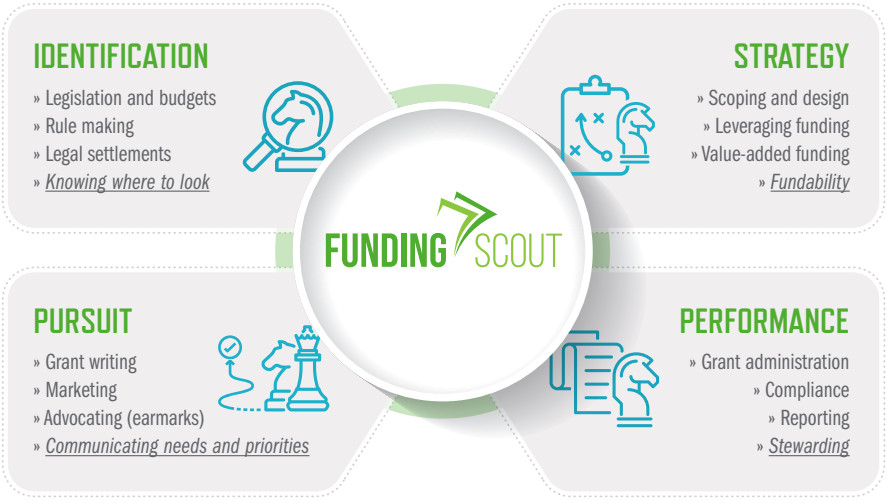
Wade Trim has provided CDBG services to communities for several decades, focusing on the development of action plans, developing approaches to program management, and assisting recipients create and implement compliance plans. Our assistance includes administering CDBG and CDBG-DR funded projects. Our FundingScout Team has also secured millions of funding dollars from regional, state, and federal agencies, which can provide added value to the City of Boynton Beach.

Our firm's experience includes providing general CDBG compliance consulting for numerous communities throughout Florida and the United States.

Wade Trim has provided CDBG services to the following communities:

- City of Clearwater, FL
- City of Gainesville, FL
- City of Largo, FL
- Village of Wellington, FL
- Hillsborough County, FL
- Manatee County, FL
- Pinellas County, FL
- Sarasota County, FL
- City of Denison, TX
- Lee County, FL
- City of Dearborn Heights, MI
- City of Dearborn, MI
- City of Flint, MI
- City of Kalamazoo, MI
- City of Lansing, MI
- Macomb County, MI
- Wayne County, MI
- City of Lorain, OH
- City of Sandusky, OH
- Michigan City, IN
- City of Douglas, AZ
- City of Sierra Vista, AZ

EXHIBIT 3. Wade Trim Funding Scout Services



Knowledge of HUD Requirements

Because this is a CDBG-funded project, the City must maintain compliance with HUD requirements and complete regular reporting to the Florida Department of Commerce. Wade Trim has extensive experience working on HUD-funded infrastructure projects and assists dozens of communities in developing and implementing their CDBG programs. Our team can help the City address HUD requirements and serve as a

Wade Trim has acquired more than $95 million in grants for funding in florida and more than $625 million in state revolving loan funding in the last 10 years.

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technical resource throughout the contract. If requested, our team could provide full administration of the grant on behalf of the City.

Housing and Community Development Act

Wade Trim has experience working with communities to administer and assess compliance obligations under the Housing and community Development Act, specifically focused on CDBG programs. This includes working with clients to develop compliance plans and assigning roles and responsibilities to complete reporting, maintain documentation, and communication with grantor agency staff. Our team can work in tandem with City staff, supplement City staff, or act as designate for City staff to provide grant administration and reporting activities if needed.

Adequacy of Personnel

Wade Trim understands the importance of maintaining a consistent engineering team throughout the contract to ensure uninterrupted service. We are dedicated to providing the City with a stable, skilled, and diverse team equipped to handle any technical challenges.

Our staff brings a wealth of experience in neighborhood improvements, having led and supported transformative projects that enhance infrastructure, resilience, and quality of life for communities.

A staff spotlight featuring our **Project Manager, Shari Ramirez, and Design Manager, David Mullen**, is included on Pages 51 and 53, respectively.

The organizational chart on **Page 3** (in the SF 330) outlines our key staff and engineering team members, all of whom have a proven track record of successful collaboration on similar projects. Each team member is committed to their role, delivering seamless services to the City.

Availability of Specialty Resources

Our local team also benefits from access to Wade Trim's national network of over 700 employees, allowing us to draw on specialized support as needed. Our teaming partner, BCC, will enhance our capabilities with a robust nationwide team of 388 staff members.

Our organizational chart is structured to encompass all disciplines outlined in the scope of work. The following key personnel have been designated as Task Leads for this project:

- **Andrew List, PE** - Roadway Design Task Lead
- **David Mullen, PE** - Stormwater Pumping and Conveyance Task Lead
- **Salome Montoya, PE** - Utilities Pipeline Task Lead
- **Jim Gunther, PE** - Construction Engineering Task Lead

Brief biographies of the task leads and key supporting personnel start on **Page 54.** Full resumes are provided in the SF 330 starting on **Page 4.**

Experience

The Wade Trim/BCC team brings specialized experience in roadway harmonization, stormwater conveyance and pumping systems and water/wastewater pipeline design to address current and future challenges related to flood protection, sea-level rise, and water quality. **Table 1** on the next page summarizes our team's experience in these areas.

Past Record / Past Performance

Wade Trim values client input and strives to meet project schedules and provide productive solutions to schedule challenges.



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TABLE 1 Project Experience

CLIENT AND PROJECT NAME	Elevating Roads/Harmonization	Urban Stormwater	Stormwater Pump Stations	Water Mains / Sanitary Sewer Design	Stormwater Hydraulic Modeling	Roadway Design
1. City of Miami Beach: Palm and Hibiscus Neighborhood and Pump Station Improvement	●	●	●		●	●
2. City of Miami Beach: Sunset Harbour Neighborhood and Pump Station Improvement	●		●		●	
3. City of Tampa: Seminole Heights Flooding Relief	●	●	●			●
4. Miami-Dade Water & Sewer Department: Donut Hole Water Mains				●		
5. FGUA: American Beach Water and Sewer Improvements				●		
6. Brevard County: SOIRL Septic to Sewer (Zone N, M and T)				●	●	●
7. Hillsborough County: Gibsonton Septic to Sewer Conversion				●	●	●
8. City of Ft. Worth: Westcliff Flood Control		●				
9. Miami: Flager Street Beautification★	●				●	
10. North Bay Village: Contract for General Professional Engineering and Architectural Services★	●		●			
11. City of Miami Beach: Convention Center Pump Station★		●	●		●	
12. City of Miami Beach: Lummus Neighborhood Improvements★					●	
13. FDOT: SR-826/SR-836 Interchange★		●		●	●	●
14. Miami Beach: I-395 Baywalk Pedestrian and Bikeway Bridge★				●		●

★BCC Projects

Just meeting schedules is not enough for us. We expect our clients to be satisfied not only with the completion date, but also with the process we use to get there.

Our client satisfaction survey efforts reach across our corporate client profile. Our clients have scored us **4.85 out of 5 points** with respect to meeting project schedules and providing productive solutions to schedule challenges. This results in a **97% client satisfaction score**—a testament to Wade Trim's commitment to our clients.

City of Miami Beach: 41st Street Water Main Replacement - Fast Paced and Within Budget Project Case Study



The City of Miami Beach partnered with FDOT to replace and decommission the aerial water main on the 41st Street Bridge. The project was expedited to meet a September 2024 deadline before bridge rehabilitation. Design and construction were managed simultaneously to meet the **accelerated schedule**. The project was completed successfully, on time, and within budget.

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PROJECT MANAGER



Shari Ramirez, PE, ENV SP

"I'm excited to deliver this challenging project with the City of Boynton Beach and commit to providing results that exceed your expectations."

Shari is a Senior Engineer and Project Manager with 20 years of experience in design, permitting, bidding, grants management and administration, and construction administration of water, wastewater, and stormwater projects. She has been an engineer of record for multiple pipeline projects installed via traditional open-cut, pipe bursting, and horizontal directional drills. She is a certified Envision Sustainability Professional and Temporary Traffic Control Professional.

- PRIMARY OFFICE LOCATION: Miami, FL
- EDUCATION: BS, Civil Engineering, Florida International University
- LICENSES/CERTIFICATIONS: Professional Engineer, FL #73078, Envision Sustainability Professional Temporary Traffic Control Professional
- RESPONSIBILITIES : Project management
- PROFESSIONAL AFFILIATIONS: Past President of Florida Engineering Society, Miami Chapter

SHARI'S QUALIFICATIONS INCLUDE THE FOLLOWING:

20 Years of Project Management Experience

100 Miles of Pipe Designed

54" Inch of Largest Diameter of Pipe Designed

42" Inch of Largest HDD Designed

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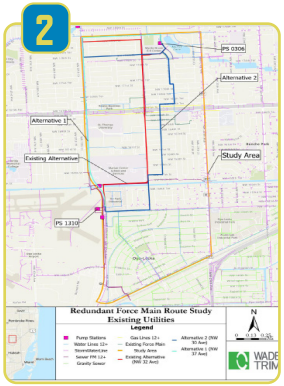
The following is a listing of a few select relevant projects managed by Shari recently:

1



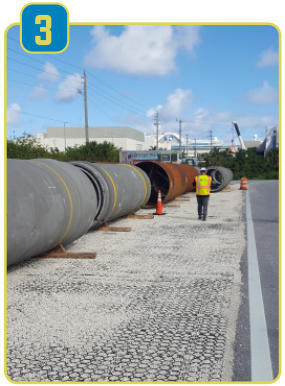
CITY OF MIAMI BEACH: 41st St. 20-inch Water Main Replacement

2



MIAMI-DADE WASD: NW 32nd Ave 36-inch Redundant Force Main

3



CITY OF FORT LAUDERDALE: Gt Lohmeyer WWTP 60-inch Redundant Effluent Force Main

4



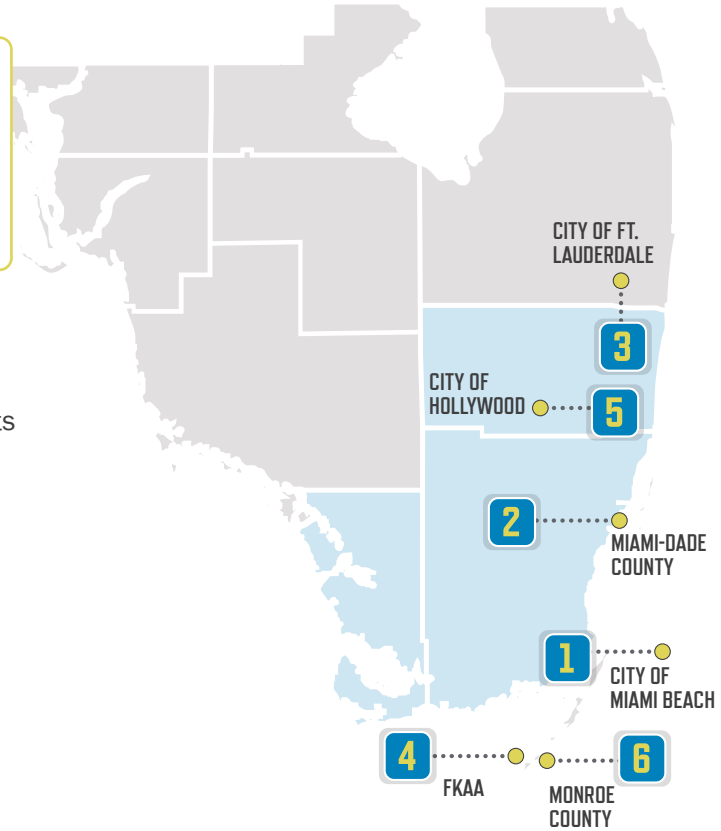
FLORIDA KEYS AQUEDUCT AUTHORITY: 36-inch Islamorada Transmission Main

5

CITY OF HOLLYWOOD: Grants Management Program

6

MONROE COUNTY: Lake Surprise Estates Neighborhood Roadway and Drainage Improvements



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DESIGN MANAGER



David Mullen, PE, ENV SP

"A quality neighborhood improvement project comes from understanding the potential challenges during construction and resolving them during design"

David brings 13 years of experience in design, permitting, and construction engineering for pipeline and stormwater projects. He acts as an effective liaison between the owner, engineer, and contractor, making sure communication is strong and issues are addressed. David is also adept at working with regulatory agencies and reviewing designs and constructions for permit requirements. His south Florida clients include Miami Beach, Islamorada, Ft. Lauderdale, and Miami-Dade County.

- PRIMARY OFFICE LOCATION: Miami, FL
- EDUCATION: MS, Environmental Engineering, University of Central Florida; BS, Civil Engineering, University of Central Florida; BS, Environmental Engineering, University of Central Florida
- LICENSES/CERTIFICATIONS: Professional Engineer, FL #84384
- RESPONSIBILITIES : Design manager, Stormwater Pumping and Conveyance Task Lead, Harmonization
- PROFESSIONAL AFFILIATIONS: AWWA

DAVID'S QUALIFICATIONS INCLUDE THE FOLLOWING:

10+ Years of Project Management Experience

25+ Miles of Pipe Designed

60" Inch of Largest Diameter of Pipe Designed

36" Inch of Largest HDD Designed

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Tom Brzezinski, PE | PRINCIPAL-IN-CHARGE

EDUCATION: BS, Civil Engineering, Michigan State University

PROJECT EXPERIENCE: Tom has 36 years of experience managing, designing, and constructing various sized municipal engineering projects. With a strong background in water/wastewater/stormwater utility projects, he is well versed in a magnitude of project types and understands what it takes to deliver projects successfully. His experience includes serving as Principal-in-Charge (PIC) delivering open work order type contracts. As the PIC for this project, Tom will work with the project manager to make sure staff resources are available, and assist in monitoring overall schedule and budget. **Tom will also bring to the City a diverse background in distribution, collection, and treatment capabilities and familiarity with projects delivered in South Florida.**



Freddy Betancourt, PE | QA/QC / TECHNICAL ADVISOR

EDUCATION: MS, Engineering, University of New Orleans; BSE, Civil Engineering; BSE, Universidad Rafael Urdaneta

PROJECT EXPERIENCE: Freddy serves as our Water Resources Group National Pipeline Technical Lead where he focuses on growing our conveyance practice across the country while serving water and wastewater clients in Florida. He brings 25 years of experience in water transmission and distribution and wastewater collection with expertise in rehabilitation, design, trenchless technologies, and construction management. Working with Florida municipalities and utilities, Freddy has designed both small and large, complex pipeline projects for Tampa Bay Water; Cities of Tampa and St. Petersburg; Orlando Utilities Commission; Pinellas, Hillsborough, Sarasota, and Orange Counties; and the Florida Department of Transportation. Optimizing pipeline alignments, streamlining permitting processes, and minimizing construction impacts and surface restoration costs are integral to his project approach.

Freddy's experience with complex pipeline projects across the nation will be a great asset to the City's vision with this project.



Salome Montoya, PE | UTILITIES PIPELINE LEAD

EDUCATION: MS, Civil Engineering; BS, Civil Engineering, Florida International University

PROJECT EXPERIENCE: Salome is a Civil Engineer with over 10 years of experience in design, and construction on multiple civil infrastructure projects. Her design experience includes pump station projects, installation of multiple large and small diameter water mains, and force mains design projects, including various pipeline installations through trenchless technologies such as micro tunneling, directional drilling, Jack and Bore, and slip lining.

Salome has extensive experience with design of water mains, sanitary sewer force mains, and gravity sewer, specifically with local municipalities such as Miami-Dade County Water and Sewer Department (WASD); Islamorada, Village of Islands; and with the Florida Keys Aqueduct Authority. This experience will benefit the City by successfully completing utility replacements.

25-0419



WADE TRIM

Sam Graybill, PE | CONVEYANCE PIPE DESIGN

EDUCATION: MS, Wastewater and Stormwater Engineering, University of Florida; BS, Civil Engineering, Florida Atlantic University

PROJECT EXPERIENCE: Sam has over 14 years of experience as a project engineer and project manager. She has completed the design and construction of improvements for water distribution mains, sanitary collection mains, supply wells, and facility assessments which require significant coordination with regulatory agencies and a thorough knowledge of permitting procedures. She is well versed in the process for obtaining permits for construction as well as working with clients to maintain permits for overall facility compliance. **She is skilled in route studies, rehabilitation and replacement design.**



bdc engineering GETTING THERE JUST GOT EASIER

Victor Herrera, PE | QA/QC / TECHNICAL ADVISOR

EDUCATION: BS in Civil Engineering, Florida State University

PROJECT EXPERIENCE: Mr. Herrera is a senior vice president with over 21 years of combined experience in construction management and civil engineering design. As the Infrastructure Operations Manager, he oversees the firm's staff and ensures the successful execution of projects by managing profitability, quality control, contract terms, and adherence to company policies. Victor's expertise spans coastal design, land development, utility design, and program management, making him qualified to support the City of Miami Beach's climate change adaptation efforts. Victor has extensive experience working with both public and private sectors, including complex urban infrastructure projects similar to those planned for Boynton Beach. His proven ability to deliver high-quality solutions within time and budget constraints makes him a valuable asset in addressing the City's unique challenges of low-lying topography, tidal influence, and aging infrastructure.

As the City of Boynton Beach invests in critical neighborhood improvement projects—ranging from road and seawall elevations to robust drainage systems and infrastructure modernization—Victor's experience in managing large-scale projects ensures that these initiatives will be executed with precision and efficiency. His leadership in similar coastal communities, combined with his knowledge of resilient design and construction practices, positions him to contribute meaningfully to the City's vision for sustainable and climate-adaptive infrastructure.



bdc engineering GETTING THERE JUST GOT EASIER

Andrew List, PE | ROADWAY DESIGN LEAD

EDUCATION: BS in Civil Engineering, Florida International University

PROJECT EXPERIENCE: Mr. List is a Transportation Engineer with over 9 years of experience, bringing extensive expertise to projects that address the unique challenges faced by coastal, urban communities like the City of Boynton Beach. His work spans from local road resurfacing, restoration, and rehabilitation (RRR) projects to Limited Access facilities, with a proven track record of successful collaboration with agencies such as FDOT, Florida's Turnpike Enterprise, and various local municipalities.

Given the City of Boynton Beach's commitment to climate change adaptation and infrastructure modernization, Mr. List's expertise in roadway geometric design, signing and pavement marking, and temporary traffic control (TTC) is instrumental in addressing the City's needs for elevated roads, robust drainage systems, and overall infrastructure improvements. His technical proficiency with industry-standard programs such as MicroStation, AutoCAD, and Microsoft Office ensures accurate and efficient project execution, contributing to Boynton Beach's efforts to modernize aging infrastructure while maintaining high levels of service and safety.

Mr. List's involvement in diverse transportation engineering projects positions him to support the City of Boynton Beach in its initiatives to adapt to climate change and enhance its critical infrastructure, delivering resilient solutions for the future.

25-0419



Lazaro Ferrero, PE | STORMWATER DRAINAGE

EDUCATION: BS, Civil Engineering

PROJECT EXPERIENCE: Mr. Ferrero has 40 years of professional engineering design experience spanning a diverse range of project types, including pumping stations, drainage systems, hydraulic design, sanitary sewer collection systems, water distribution systems, and computer programming for engineering applications. He has relevant expertise in the design, permitting, and construction phases of major water and sewer systems and multiple municipalities. His experience includes water main distribution, gravity sewer systems, pump stations, force mains, and varied exfiltration trench designs to address stormwater infiltration and localized flooding. Projects of note include the Nautilus Neighborhood Drainage Master Plan,Washington Avenue Improvements, SR-826/ SR-836 Interchange, and numerous corridor and neighborhood water/sewer improvements.

Mr. Ferrero's comprehensive knowledge of engineering design, hydraulic modeling, and infrastructure systems positions him as a key contributor to complex municipal and regional utility projects.



AJ Gutz, PE | STORMWATER HYDRAULIC MODELING

EDUCATION: ME, Civil Engineering, University of Florida; BS, Civil Engineering, Michigan State University

PROJECT EXPERIENCE: AJ has more than 20 years of experience in stormwater management system design, stream restoration, green infrastructure, surface water modeling, stormwater quality management, and coastal engineering. Project experience has covered multiple states and has included communities that have been participants in grant funding programs.

Experience includes stormwater management, stream restoration, bank stabilization, flood control, and green infrastructure projects.



Jim Gunther, PE | CONSTRUCTION ENGINEERING LEAD

EDUCATION: BS, Civil Engineering, University of South Florida

PROJECT EXPERIENCE: Jim has over 36 years of experience in wastewater and water engineering as a design engineer and resident construction engineer. He has considerable experience in the various trenchless methods of pipeline construction, including micro tunneling, HDD, jacking and boring, and hand-mining using tunnel liner plates. He is primarily responsible for field construction services, water and wastewater pipeline design, pumping station, and water and wastewater treatment plant design.

As a Design Engineer and Resident Construction Engineer, Jim's assignments include construction management, project management, permit acquisition, and design and inspection of potable and reclaimed water mains, sanitary sewers, low-pressure sewers, sanitary force mains, water and wastewater pumping and storage facilities.



Kyle Scott, PE | MODELING / ASSESSMENTS

EDUCATION: BS, Environmental Engineering, University of Central Florida

PROJECT EXPERIENCE: Kyle serves as a Senior Project Manager and Client Manager. He brings more than 11 years of experience in water and wastewater design and construction management with a focus on hydraulic modeling and master planning for collection and distribution systems. Kyle has extensive experience working with the City of Boynton Beach.

25-0419

Architect-Engineer Qualifications

Part II - General Qualifications *(If a firm has branch offices, complete for each specific branch office seeking work.)*

1. SOLICITATION NUMBER (IF ANY)	3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
RFQ No. PWE25-009	1966	J3GMT46UBPU5

2A. FIRM *(OR BRANCH OFFICE)* NAME	5. OWNERSHIP
Wade Trim, Inc. (FL) - Tampa	
2B. STREET	5A. TYPE
201 N. Franklin Street, Suite 1350	Corporation

2C. CITY	2D. STATE	2E. ZIP CODE	5B. SMALL BUSINESS STATUS
Tampa	FL	33602	N/A

6A. POINT OF CONTACT NAME AND TITLE	6B. TELEPHONE NUMBER	6C. EMAIL ADDRESS
Thomas Brzezinski, PE	813.882.4373	tbrzezinski@wadetrim.com

7. NAME OF FIRM *(IF BLOCK 2A IS A BRANCH OFFICE)*	8A. FORMER FIRM NAME(S) *(IF ANY)*	8B. YEAR ESTABLISHED	8C. UNIQUE ENTITY IDENTIFIER
Wade Trim Group, Inc.	Edwin Orr Engineering	1926	J3GMT46UBPU5

9. EMPLOYEES BY DISCIPLINE

A. FUNCTION CODE	B. DISCIPLINE	C. NUMBER OF EMPLOYEES (1) FIRM	(2) BRANCH
02	Administrative	76	11
	BIM Designer	3	
	Building Official/Inspector	2	
08	CADD Technician	1	
	Designer	73	3
12	Civil Engineer	146	14
	Information Technology	16	4
15	Construction Inspector	61	1
16	Construction Manager	3	2
21	Electrical Engineer	18	2
	Environmental Engineer	40	5
10	Chemical Engineer	3	1
	GIS Specialist	5	
32/34	Hydraulic Engineer	20	
35	Industrial Engineer	1	
38	Land Surveyor	26	
39	Landscape Architect	9	2
41	Mechanical Engineer	14	3
47	Planner: Urban/Regional/GIS	13	5
48	Project Manager	11	2
51	Safety/Occupational Health Engineer	1	
52	Sanitary Engineer	1	1
153	Scheduler	2	
56	Specifications Writer	1	
57	Structural Engineer	11	2
58	Technician/Analyst	69	
60	Transportation Engineer	16	
62	Water Resources Engineer	58	12
	Total	**702**	**70**

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

A. PROFILE CODE	B. EXPERIENCE	C. REVENUE INDEX NUMBER *(SEE BELOW)*
C15	Construction Management	6
L02	Land Surveying	6
P05	Planning (Community,Regional)	6
S04	Sewage Collection, Treatment, Disposal	9
S13	Storm Water Handling & Facilities	7
T03	Traffic & Transportation Engineering	8
W02	Water Resources	9
W03	Water Supply, Treatment and Distribution	7

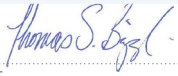
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS *(Insert revenue index number shown at right)*

A. FEDERAL WORK	1
B. NON-FEDERAL WORK	10
C. TOTAL WORK	10

PROFESSIONAL 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

12. AUTHORIZED REPRESENTATIVE *The foregoing is a statement of facts.*

A. SIGNATURE 

B. DATE: May 20, 2025

C. NAME AND TITLE: Thomas Brzezinski, PE, Executive Vice President

25-0419

Architect-Engineer Qualifications

Part II - General Qualifications *(If a firm has branch offices, complete for each specific branch office seeking work.)*

1. SOLICITATION NUMBER (IF ANY)	3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
RFQ No. PWE25-009	1966	J3GMT46UBPU5

2A. FIRM *(OR BRANCH OFFICE)* NAME	5. OWNERSHIP
Wade Trim, Inc. (FL) - Miami	
2B. STREET	5A. TYPE
9100 S. Dadeland Boulevard, Suite 1500	Corporation
2C. CITY / 2D. STATE / 2E. ZIP CODE	5B. SMALL BUSINESS STATUS
Miami / FL / 33156	N/A
6A. POINT OF CONTACT NAME AND TITLE / 6B. TELEPHONE NUMBER	6C. EMAIL ADDRESS
Thomas Brzezinski, PE / 813.882.4373	tbrzezinski@wadetrim.com
7. NAME OF FIRM *(IF BLOCK 2A IS A BRANCH OFFICE)* / 8A. FORMER FIRM NAME(S) *(IF ANY)* / 8B. YEAR ESTABLISHED	8C. UNIQUE ENTITY IDENTIFIER
Wade Trim Group, Inc. / Edwin Orr Engineering / 1926	J3GMT46UBPU5

9. EMPLOYEES BY DISCIPLINE

A. FUNCTION CODE	B. DISCIPLINE	C. NUMBER OF EMPLOYEES (1) FIRM	C. NUMBER OF EMPLOYEES (2) BRANCH
02	Administrative	76	
	BIM Designer	3	
	Building Official/Inspector	2	
08	CADD Technician	1	
	Designer	73	
12	Civil Engineer	146	2
	Information Technology	16	
15	Construction Inspector	61	
16	Construction Manager	3	
21	Electrical Engineer	18	
	Environmental Engineer	40	1
10	Chemical Engineer	3	
	GIS Specialist	5	
32/34	Hydraulic Engineer	20	
35	Industrial Engineer	1	
38	Land Surveyor	26	
39	Landscape Architect	9	
41	Mechanical Engineer	14	
47	Planner: Urban/Regional/GIS	13	
48	Project Manager	11	
51	Safety/Occupational Health Engineer	1	
52	Sanitary Engineer	1	
153	Scheduler	2	
56	Specifications Writer	1	
57	Structural Engineer	11	
58	Technician/Analyst	69	
60	Transportation Engineer	16	
62	Water Resources Engineer	58	2
	Total	**702**	**5**

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

A. PROFILE CODE	B. EXPERIENCE	C. REVENUE INDEX NUMBER *(SEE BELOW)*
C15	Construction Management	6
L02	Land Surveying	6
P05	Planning (Community,Regional)	6
S04	Sewage Collection, Treatment, Disposal	9
S13	Storm Water Handling & Facilities	7
T03	Traffic & Transportation Engineering	8
W02	Water Resources	9
W03	Water Supply, Treatment and Distribution	7

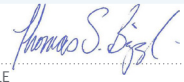
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS *(Insert revenue index number shown at right)*

A. FEDERAL WORK	1
B. NON-FEDERAL WORK	10
C. TOTAL WORK	10

PROFESSIONAL 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

12. AUTHORIZED REPRESENTATIVE *The foregoing is a statement of facts.*

A. SIGNATURE 

B. DATE: May 20, 2025

C. NAME AND TITLE: Thomas Brzezinski, PE, Executive Vice President

25-0418 Opportunity Number here

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Avirom & Associates, Inc. (Boca)	3. YEAR ESTABLISHED: July 1, 1981
	4. DUNS NUMBER: 054152400
2b. STREET: 50 S.W. 2nd Avenue, Suite 102	**5. OWNERSHIP**
2c. CITY: Boca Raton / 2d. STATE: FL / 2e. ZIP: 33432	a. TYPE: Corporation
6a. POINT OF CONTACT NAME AND TITLE: Michael D. Avirom, President	b. SMALL BUSINESS STATUS: NAICS 541370
6b. TELEPHONE NUMBER: (561) 392-2594 / 6c. E-MAIL ADDRESS: mike@aviromsurvey.com	7. NAME OF FIRM *(If block 2a is a branch office)*

8a. FORMER FIRM NAME(S)	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administrative	3	0
08	CAD Technician	7	2
38	Professional Land Surveyor	7	0
	Field Technician	16	4
	Project Manager	1	1
	Total	32	6

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index number *(see below)*
A06	Airports; terminals; hangars	1
C10	Comm buildings; shopping ctrs	3
C12	Communication systems; tv	1
C16	Construction surveying	5
E02	Educational facs; classroom	3
E09	Environmental impact studies	2
H01	Harbors; ship terminal facilities	2
H07	Highways; streets; parking lots	2
H09	Hospitals and medical facilities	2
H11	Housing; res; multi-family	2
L02	Land Surveying	8
O01	Office buildings; ind parks	3
P04	Pipelines	2
P12	Power generation; trans; dist	5
R11	Rivers; canals; waterways	3
S10	Surveying; platting; mapping	5
R04	Rec facilities; parks; marinas	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	7
c. Total	7

PROFESSIONAL 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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
Michael D. Avirom	May 19, 2025

c. NAME AND TITLE: Michael D. Avirom, President

25-0419

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ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (IF ANY): PWE25-009

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM *(or Branch Office)* NAME: BCC Engineering, LLC	3. YEAR ESTABLISHED: 1994
	4. DUNS NUMBER: 02-173-5068
2b. STREET: 6401 SW 87th Avenue, Suite 200	5. OWNERSHIP
2c. CITY: Miami / 2d.STATE: FL / 2e. ZIP CODE: 33173	a. TYPE: LLC
6a. POINT OF CONTACT NAME AND TITLE: Victor H. Herrera, PE - Senior Vice President	b. SMALL BUSINESS STATUS: N/A
6b. TELEPHONE NUMBER: 305.670.2350 / 6c. E-MAIL ADDRESS: VHerrera@bcceng.com	7. NAME OF FIRM *(IF BLOCK 2A IS A BRANCH OFFICE)*: N/A

8a. FORMER FIRM NAME(S) (If Any)	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
BCC Engineering, Inc.	1994	65-0540100

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
12	Civil Engineers	6	5
57	Structural Engineers	58	19
60	Transportation Engineers	102	21
62	Water Resources Engineers	0	0
53	Schedulers	0	0
48	Project Managers	37	17
08	CADD Technician	23	7
02	Administrative	74	47
58	Technician/Analyst	82	4
	Total	382	120

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR THE LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
B02	Bridges	8
C15	Construction Management	8
E02	Educational Facilities; Classrooms	2
H11	Housing (Residential, Multi-Family)	3
P05	Planning	5
R06	Rehabilitation (Building, Structures)	3
S09	Structural Design; Special Structures	5
T03	Traffic and Transportation Engineering	8

11. ANNUAL AVERAGE PROFESSIONAL SERVICE REVENUES OF FIRM FOR LAST 3 YEARS

(INSERT REVENUE INDEX NUMBER SHOWN ON RIGHT)

A. FEDERAL WORK	1
B. NON-FEDERAL WORK	10
C. TOTAL WORK	10

PROFESSIONAL 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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: 5 / 22 / 2025

c. NAME AND TITLE: Victor H. Herrera, PE - Senior Vice President

25-0419

1. SOLICITATION NUMBER

ARCHITECT-ENGINEER QUALIFICATIONS

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Corrosion Control Incorporated	3. YEAR ESTABLISHED: 1999
	4. UNIQUE ENTITY IDENTIFIER: MALTVZ9NUW96
2b. STREET: 494 Fairplay Street	5. OWNERSHIP
	a. TYPE: Corporation
2c. CITY: Rutledge / 2d. STATE: GA / 2e. ZIP CODE: 30663	b. SMALL BUSINESS STATUS
6a. POINT OF CONTACT NAME AND TITLE: Craig K Meier, President	7. NAME OF FIRM *(If block 2a is a branch office)*
6b. TELEPHONE NUMBER: 706-557-9624 / 6c. E-MAIL ADDRESS: office@corrosioncontrolinc.com	

8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
10	Chemical Engineer	1	
17	Petroleum Engineer	1	
58	Corrosion Technician	5	
02	Administrative	4	
42	Mechanical Engineer	1	
	Other Employees		
	Total	12	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C17	Corrosion Control/Cathodic Protection	6
T02	Testing & Inspection	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	5
b. Non-Federal Work	1
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,00 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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE: Craig K. Meier, Vice President	

AUTHORIZED FOR LOCAL REPRODUCTION

25-0419

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RFQ No. PWE25-009

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Electrical Design Associates, Inc.	3. YEAR ESTABLISHED: 1998
	4. DUNS NUMBER: 80-657-0979
2b. STREET: 7284 West Palmetto Park Rd, Suite 302-S	**5. OWNERSHIP**
2c. CITY: Boca Raton; 2d. STATE: FL; 2e. ZIP: 33433	a. TYPE: S-Corporation
6a. POINT OF CONTACT NAME AND TITLE: Dameion Donaldson, P.E. / President	b. SMALL BUSINESS STATUS: MBE
6b. TELEPHONE NUMBER: 561-819-5556; 6c. E-MAIL ADDRESS: ddonaldson@goeda.com	7. NAME OF FIRM *(If block 2a is a branch office)*: Electrical Design Associates, Inc.

8a. FORMER FIRM NAME(S)	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
08	CADD Technician	3	2
21	Electrical Engineer	3	1
16	Field Supervisor	2	1
58	Technician/Analyst	6	2
02	Administrative	1	1
	Total	15	7

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index number *(see below)*
C11	Community Facilities	1
H07	Highways; Streets; Airfield Paving; etc.	2
W03	Water Supply, Trmt & Distribution	3
L06	Lighting (Exteriors; Streets; Memorials)	2
P12	Power Generation, Transmission, Dist.	3

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	0
b. Non-Federal Work	5
c. Total	5

PROFESSIONAL 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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: 

b. DATE: May 16, 2025

c. NAME AND TITLE: Dameion Donaldson, P.E., President

25-0419

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Inframap Corp., West Palm Beach	3. YEAR ESTABLISHED: 1987
	4. UNIQUE ENTITY IDENTIFIER: N4008524R2581
2b. STREET: 1100 N. Florida Mango Road, Unit 308	5. OWNERSHIP
	a. TYPE: Corporation
2c. CITY: West Palm Beach; 2d. STATE: FL; 2e. ZIP CODE: 33409	b. SMALL BUSINESS STATUS: Active
6a. POINT OF CONTACT NAME AND TITLE: Darlene Siegel	7. NAME OF FIRM *(If Block 2a is a Branch Office)*: InfraMap Corp.
6b. TELEPHONE NUMBER: 804.550.2937	6c. E-MAIL ADDRESS: darlene.siegel@inframap.net

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
Accurate Locating, Inc.	1987	

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	10	0
08	CADD Technician	7	0
12	Civil Engineers	1	0
38	Land Surveyors	4	1
	Utility Locators	48	6
	Other Employees		
	Total	70	7

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
other	Subsurface Utility Engineering	7
other	Utility Location, Mapping, and Surv	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	6
b. Non-Federal Work	7
c. Total Work	8

PROFESSIONAL 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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Darlene Siegel

b. DATE: 03/04/2025

c. NAME AND TITLE: Darlene Siegel, CFO

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ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RFQ No. PWE25-009

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME: McFarland-Johnson, Inc.	3. YEAR ESTABLISHED: 2016
	4. UNIQUE ENTITY IDENTIFIER: E6DJSVLXB669
2b. STREET: 4601 Sheridan Street, Suite 500	5. OWNERSHIP
2c. CITY: Hollywood; 2d. STATE: FL; 2e. ZIP CODE: 33021	a. TYPE: Corporation
	b. SMALL BUSINESS STATUS: No
6a. POINT OF CONTACT NAME AND TITLE: John L. Mafera, Jr., Vice President/Regional Director of Aviation	7. NAME OF FIRM *(If block 2a is a branch office)*: McFarland-Johnson, Inc.
6b. TELEPHONE NUMBER: 305-705-4871; 6c. EMAIL ADDRESS: jmafera@mjinc.com	
8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED; 8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administrative	30	4
08	CADD Technician	9	0
12	Civil Engineers	59	1
14	Computer Programmer	6	1
15	Construction Inspectors	14	1
21	Electrical Engineers	10	4
23	Environmental Engineer	1	0
24	Environmental Scientist	15	4
29	Geographic Information	1	0
32	Hydraulic Engineer	2	0
34	Hydrologists	1	0
42	Mechanical Engineers	12	2
47	Planners: Urban/Regional	18	4
57	Structural Engineers	19	2
58	Technician/Analyst	1	0
60	Transportation Engineers	17	1
62	Water Resources Engineer	3	0
	Other Employees	0	0
	Total	218	24

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A05	Airports; Navaids; Airport Lighting; Aircraft	8
A06	Airports; Terminals; & Hangars; Freight	8
B02	Bridges	6
C15	Construction Management	5
E09	Environmental Impact Studies, Assessments	6
H04	Heating, Ventilating, Air Conditioning	3
H07	Highways; Streets; Airfield Paving; Parking	6
L05	Lighting (Interior; Displays; Theatres; etc.)	2
L06	Lighting (Exteriors; Street; Memorials;	2
P06	Planning (Site, Installation and Project)	6
P07	Plumbing & Pipe Design	3
R06	Rehabilitation (Buildings; Structures;	4
S09	Structural Design; Special Structures	3
S13	Stormwater Handling & Facilities	2
T03	Traffic & Transportation Engineering	2
	Software Services	3

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	9
c. Total Work	9

PROFESSIONAL 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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

DATE: 5/14/2025

c. NAME AND TITLE: John L. Mafera, Jr., Vice President/Regional Director of Aviation

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ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RFQ PWE25-009

PART I - GENERAL QUALIFICATIONS

2a. FIRM (*or Branch Office*) NAME	South Florida Engineering Services, Inc.
2b. STREET	1224 Haywagon Trail
2c. CITY	Loxahatchee
2d. STATE	FL
2e. ZIP CODE	33470
3. YEAR ESTABLISHED	2022
4. UNIQUE ENTITY IDENTIFIER	EIN: 92-1057734
5. OWNERSHIP a. TYPE	S Corporation
b. SMALL BUSINESS STATUS	Small Business (not yet SBE certified)
6a. POINT OF CONTACT NAME AND TITLE	Aaron Cutler President/Owner
6b. TELEPHONE NUMBER	561-398-1585
6c. EMAIL ADDRESS	acutler@sfengineeringservicesinc.com
7. NAME OF FIRM (If Block 2a is a Branch Office)	South Florida Engineering Services, Inc
8a. FORMER FIRM NAME(S) (If any)	Baxter & Woodman, Inc.
8b. YEAR ESTABLISHED	
8c. UNIQUE ENTITY IDENTIFIER	

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
16	Construction Manager	2	
15	Construction Inspector	2	
02	Administrative	1	
	Other Employees		
	Total	5	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number
C15	Construction Management & Inspection Services	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	0
b. Non-Federal Work	4
c. Total Work	4

PROFESSIONAL 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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Aaron Cutler

b. DATE: 05/22/25

c. NAME AND TITLE: Aaron Cutler, CGC, PMP – President/Owner

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ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: **Terracon Consultants, Inc.**	3. YEAR ESTABLISHED: 2013
	4. UNIQUE ENTITY IDENTIFIER: MG15GZJ9BES5
2b. STREET: 1225 Omar Rd	5. OWNERSHIP
2c. CITY: West Palm Beach	a. TYPE: Corporation
2d. STATE: FL	2e. ZIP CODE: 33405-1046
6a. POINT OF CONTACT NAME AND TITLE: Rutu Nulkar, Operations Manager	b. SMALL BUSINESS STATUS: N/A
6b. TELEPHONE NUMBER: 561-689-4299	6c. E-MAIL ADDRESS: rutu.nulkar@terracon.com
	7. NAME OF FIRM *(If Block 2a is a Branch Office)*: Terracon Consultants, Inc. (Est. 1965, DUNS No. 613569961)

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
Dunkelberger Engineering and Testing, Inc.	1994	931493233

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
05	Archaeologist	59	0
06	Architect	22	0
07	Biologist	88	0
08	CADD Technician	32	0
12/27/55	Civil/Geotechnical/Foundation/ Soils Engineer	810	3
15	Construction Inspector	178	0
23	Environmental Engineer	269	0
24	Environmental Scientist/NEPA	501	1
29	GIS Specialist	31	0
30	Geologist	321	0
36	Industrial Hygienist	34	0
39	Landscape Architect	8	0
40	Construction Materials/Pavement Engineer	412	2
51	Safety/Occupational Health Engr.	13	0
58	Technician/Analyst (Testing Lab)	2181	8
	Driller	348	0
	Engineering Manager	164	1
	Bldg Enclosure Cx/ Inspector	90	0
	Geophysicist	54	0
	Historic Preservationist	7	0
	Other Employees	887	2
	Total	**6,509**	**17**

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A06	Airports	8
A10	Asbestos Abatement	10
B02	Bridges	8
D01/D02	Dams/Dikes/Levees	7
D04	Design Build RFPs	9
E07	Renewable Energy/Conservation	10
E09/E13	EIS/NEPA/Env Testing & Analysis	10
E12/H03	Environmental Remediation/HTRW	8
H07	Highways/Streets/Parking	10
H09	Medical Facilities	8
H10	Hospitality	8
H11	Multi-Family Housing	9
I01/W01	Industrial Manufacturing/Warehouse	10
P12	Power Gen. Transmission Distribution	9
R03	Railroad/Rapid Transit	7
R12	Roofing	4
S03	Seismic Designs and Studies	4
S05	Soils/Geologic Studies/Foundations	10
S07/S13	Solid Waste Facilities/Stormwater	8
S11	Sustainable Design	7
T02	Testing and Inspection Services	10
W02	Water/Hydrology/Groundwater	6
W03	Water Supply/Treatment/Distribution	8

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	9
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL 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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Jeffrey A. Davis

b. DATE: 5/14/2025

c. NAME AND TITLE: Jeff Davis, FSAME National Director, Federal Services

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ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: **RFQ No. PWE25-009**

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
THE MERCHANT STRATEGY, INC.			2003	
2b. STREET			5. OWNERSHIP	
1804 NORTH DIXIE HIGHWAY, SUITE B			a. TYPE	
2c. CITY	2d. STATE	2e. ZIP	CORPORATION	
WEST PALM BEACH	FL	33407	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			SBE/CBE/MWBE/WBE/DBE/ACDBE	
SHARON J. MERCHANT, PRESIDENT/CEO			7. NAME OF FIRM *(If block 2a is a branch office)*	
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS		NA	
561-315-9110	INFO@THEMERCHANTSTRATEGY.COM			
8a. FORMER FIRM NAME(S) *(If any)*			8b. YR. ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
NA			NA	NA

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
48	PROJECT MANAGER	2	
02	ADMINISTRATIVE	1	
	Other Employees		
	Total	3	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
	PUBLIC INVOLVEMENT	1
	GOVERNMENT/COMMUNITY OUTREACH	2

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	2
c. Total Work	3

PROFESSIONAL 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

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
Cheryl Scott	5/7/2025

c. NAME AND TITLE: Cheryl Scott, Chief Operating Officer

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MERCHANT STRATEGY

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SECTION 3
CERTIFIED MINORITY BUSINESS ENTERPRISE (MBE)

CERTIFIED MBE

While our firm is not a certified Minority-Owned Business (MBE), we have a long history of working with and mentoring minority-owned, women-owned, and small businesses on projects and are committed to increasing their opportunities. Strengthening the skill base of these firms enables them to take on greater project responsibilities, enhances diversity in our industry, and bolsters economic growth in the metropolitan areas we serve.

Providing opportunities for local MBE and WBE firms has been a strong commitment of Wade Trim for years. This commitment is much more than just providing those firms a percentage of a contract, it also includes giving them meaningful work that can help them build the needed experience to become self-sufficient, mentoring them as they go through their start-up process, and helping them establish their business.

The cornerstone of our interaction with MBE/WBE firms is discussing opportunities so they can develop their staff to support the targeted opportunities and have their firms and staff play key roles in the projects.

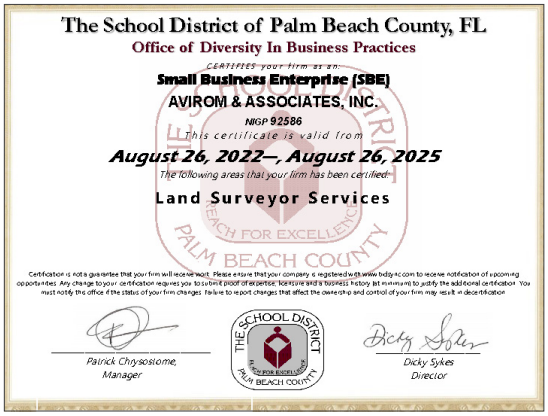
Wade Trim is fully committed to meeting or exceeding the County's minority participation goals for this contract. We have added the following local minority certified firms to provide support under this contract and to ensure that local businesses are afforded full opportunity for participation:

Avirom - Small Business Enterprise (SBE), School District of Palm Beach County

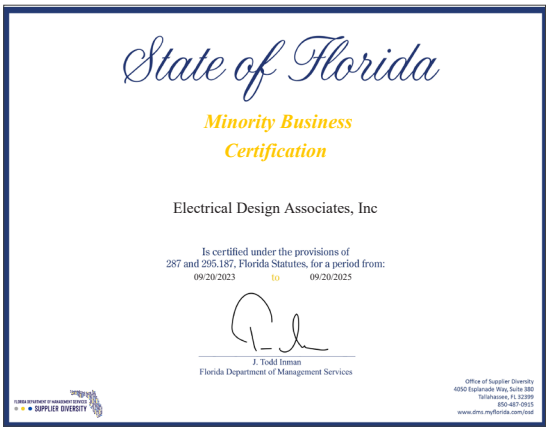
The Merchant Strategy - Woman-Owned Business Enterprise (WBE), State of Florida

Electrical Design Associates - Minority Business Enterprise (MBE), State of Florida

South Florida Engineering Services - in the process of obtaining their SBE certification


The School District of Palm Beach County, FL
Office of Diversity In Business Practices
CERTIFIES your firm as an:
Small Business Enterprise (SBE)
AVIROM & ASSOCIATES, INC.
NIGP 92586
This certificate is valid from
August 26, 2022—, August 26, 2025
The following areas that your firm has been certified:
Land Surveyor Services
Certification is not a guarantee that your firm will receive work. Please ensure that your company is registered with www.bidsync.com to receive notification of upcoming opportunities. Any change to your certification requires you to submit proof of expertise, licensure and a business history (at minimum) to justify the additional certification. You must notify the office if the status of your firm changes. Failure to report changes that affect the ownership and control of your firm may result in decertification
Patrick Chrysostome, Manager
Dicky Sykes, Director


State of Florida
Woman Business Certification
The Merchant Strategy, Inc.
Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:
03/19/2025 to 03/19/2027
Pedro Allende
Florida Department of Management Services
SUPPLIER DEVELOPMENT
Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd


State of Florida
Minority Business Certification
Electrical Design Associates, Inc
Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:
09/20/2023 to 09/20/2025
J. Todd Inman
Florida Department of Management Services
SUPPLIER DIVERSITY
Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

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SECTION 4
OFFEROR'S QUALIFICATIONS

SECTION 4

OFFEROR'S QUALIFICATIONS

A. Proof of Authorization (SUNBIZ)

State of Florida
Department of State

I certify from the records of this office that WADE TRIM, INC. is a corporation organized under the laws of the State of Florida, filed on May 31, 1984, effective June 1, 1984.

The document number of this corporation is H05938.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 1, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of February, 2025

Secretary of State

Tracking Number: 1836955604CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

B - E. Project Approach

Included in Page 66.

F. Subconsultants

BCC Engineering

BCC Engineering is a multidisciplinary engineering firm with a proven track record of delivering innovative, resilient, and community-focused infrastructure solutions across Florida. With over 31 years of experience, we have relevant experience in roadway design, drainage system upgrades, and water and sewer utility improvements. Our team has successfully completed similar neighborhood revitalization projects) including the Bonaventure Community Improvement project. This community infrastructure improvement project involved replacing approximately 535 residential water service lines and upsizing existing 2-inch water mains to 4-inch lines within the Bonaventure Community in the City of Weston. Our experience also includes the Golf Village Infrastructure Improvements, which involved the replacement and upsizing of approximately 53,000 linear feet of water mains and 7,000 linear feet of force mains within the Golf Village community in Sunrise, FL. The project includes the replacement of aging 6-inch to 12-inch PVC and asbestos-cement water mains, upgrading 2-inch to 4-inch water lines, replacing 6-inch to 10-inch asbestos force mains, and the design of exfiltration trenches to mitigate localized flooding and improve drainage.

For the San Castle Neighborhood Project, our firm brings expertise in engineering design and project management services tailored to meet the unique needs of underserved communities. We understand the critical importance of integrating efficient drainage, utility infrastructure, and roadway improvements to enhance quality of life, ensure public safety, and support long-term sustainability.

As a trusted partner to municipalities throughout Florida, BCC Engineering is committed to providing hands-on, responsive service and delivering results that exceed expectations - on time and within budget. Our approach prioritizes collaboration, community engagement, and regulatory compliance to ensure the successful transformation of the San Castle neighborhood.

The Merchant Strategy

At The Merchant Strategy, Inc. (TMS), they provide clients with the skills, relationships, and experience needed to communicate effectively, build support, and navigate government processes. As a woman-owned small business led

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by Sharon Merchant—a former State Representative and lifelong Palm Beach County resident—brings extensive expertise in public involvement, government and community relations, crisis management, social media, and media relations. They serve a diverse client base, including city and county governments, nonprofit agencies, and industry leaders in transportation, architecture, engineering, construction, health care, education, environmental services, and utilities.

TMS is typically engaged to support challenging private sector projects through government and community relations, ensuring all stakeholders are addressed and building consensus among supporters and opponents. Their public involvement team, led by Sharon Merchant and supported by professionals such as Cheryl Scott and Justin Gonzalez, has played a critical role in the success of public sector projects for over 20 years. They manage every aspect of public communication, from collateral development to stakeholder engagement and information hotlines. Since their founding in 2003, TMS has earned multiple certifications, including DBE, ACDBE, SWBE, MWBE, and CBE, and operate offices in West Palm Beach, Fort Lauderdale, Ocala, and Little River, South Carolina.

McFarland Johnson

McFarland-Johnson Inc. (MJ), founded in 1946, is a nationally recognized, full-service engineering and environmental consulting firm. With a team of over 230 professionals including environmental scientists, specialists in National Environmental Protection Act (NEPA), licensed engineers, planners, public information officers, grant administrators, software developers, and technology technicians, MJ offers deep expertise across a broad spectrum of environmental-engineering.

Their environmental practice is supported by a diverse and integrated group of professionals, which include Planners, LEED AP, Envision and Sustainable Design Professionals (CSDP) and Environmental Professionals with expertise in NEPA, Level 2 Environmental Reviews, Project or Site Specific Environmental Reviews, conservation and developing sustainability programs, environmental solutions, alternative energy and carbon reduction, sustainable policy programs, energy efficiency technologies in sustainable buildings, renewable energy solutions, sustainable transportation, water conservation and financial assessments.

South Florida Engineering Services

Aaron Cutler is the founder of South Florida Engineering Services (SFES), an organization established to provide South Florida municipal clients—such as the City of Boynton Beach—with a high level of project engineering and construction management services. With over 20 years of experience, Cutler has built a reputation for delivering successful municipal projects, including those similar to the San Castle Improvements Project. He brings a deep understanding of the complexities involved in managing construction phases for large-scale municipal initiatives and is recognized for his ability to coordinate efficiently with all stakeholders.

As Lead Construction Manager on numerous Florida municipal projects, Cutler is adept at organizing pre-construction tasks, prioritizing submittal reviews, overseeing construction sequencing, managing permit coordination, and monitoring schedules. He emphasizes the importance of clear communication among all parties and ensures the public remains informed and involved throughout the process. Under his leadership, SFES works closely with Wade Trim and the City of Boynton Beach staff to make sure every aspect of construction is managed with detailed oversight and trusted service, laying a strong foundation for the successful completion of vital infrastructure projects.

Terracon

Since their founding in 1965, Terracon has grown into a thriving, employee-owned, multidisciplinary engineering consulting firm delivering facilities, environmental, geotechnical, and materials services. Their more than 7,000 curious minds include

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engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges from more than 180 locations nationwide, including a 13-office network in Florida.

They design and construct reliable foundations and infrastructure which require a thorough understanding of soil, rock, and groundwater conditions. Through Terracon's nationwide network of geotechnical professionals, access to historical subsurface exploration data from thousands of locations across the country, and GIS-enabled geology mapping, they can accurately anticipate ground conditions and develop the right work plan to explore a site.

Corrosion Control, Inc.

Corrosion Control Incorporated (CCI) is a professional engineering and service company devoted to the field of corrosion monitoring and control. The corrosion engineering related services offered include soil corrosivity service life studies and corrosion control design, testing, and troubleshooting. Related areas of expertise include corrosion failure analysis, mechanical integrity inspection of piping per API-570, external corrosion direct assessment (ECDA), coating selection and inspection, water treatment analysis, material selection, preliminary soil/water corrosivity studies, and above grade compliance evaluations related to corrosion control.

CCI has extensive experience providing corrosion engineering services throughout the state of Florida. This includes extensive work in South Florida for a variety of utilities, including water mains, cooling water systems, and fuel delivery systems. Work that is directly relevant to this project includes analysis of soil corrosivity and corrosion control designs for new water mains along the Florida Keys and throughout the Miami Airport.

Inframap

Founded in 1987, INFRAMAP provides professional subsurface utility engineering (SUE) services throughout the United States. They collect utility infrastructure data in the field using sophisticated geophysical techniques and instrumentation (including GPR) with automated data collection gear and state-of-the-art survey equipment. They then merge this information into their clients' base mapping in their desired format. This critical data is essential in the design and decision making process of any new or existing infrastructure project.

They have worked on a couple of projects with the City of Boynton Beach, including the Boynton Beach WTP Generator Replacement project and the Boynton Beach WTP project.

Avirom Survey

Avirom & Associates has been working with the City of Boynton Beach since 1991, providing services such as boundary surveys, topographic/route of line surveys, platting services, and sketches and descriptions. They are currently under contract as one of the surveyors for the City of Boynton Beach.

The firm consists of approximately 35 employees with an average length of service of 18 years. Their 43-year history represents the firm's strength and stability in South Florida and the Florida Keys.

They have worked with many municipalities throughout South Florida. Their surveys have been the base maps for numerous designs, not only for engineering and architecture, but also for landscape architecture and urban design firms.

EDA

Electrical Design Associates, Inc. is a consulting engineering firm specializing in electrical and instrumentation design for water and wastewater facilities. They provide consulting engineering services primarily to the public sector.

Their staff's electrical experience includes electrical and instrumentation system designs for industrial

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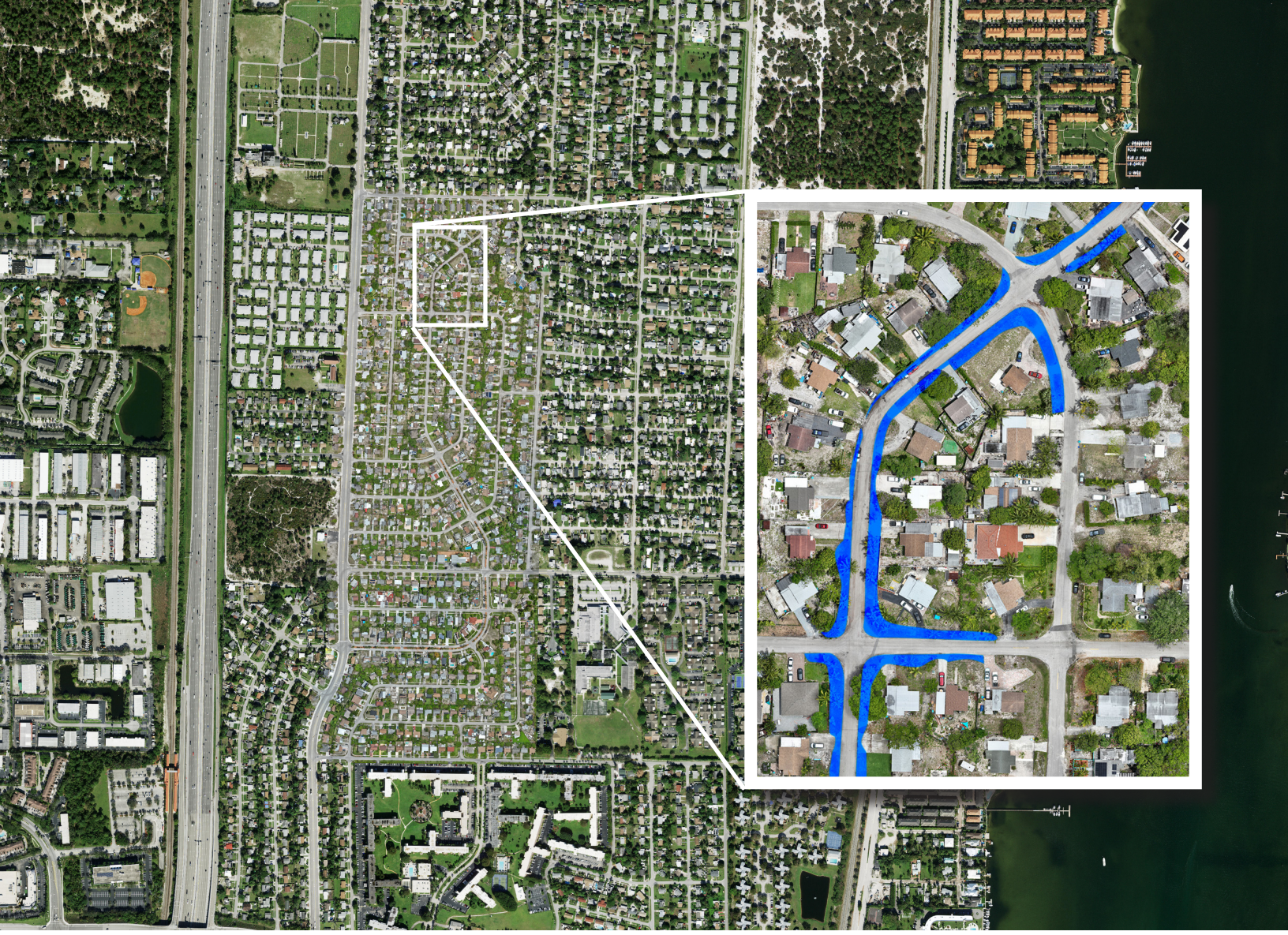
plants, specifically Water and Wastewater Treatment Facilities located throughout the state of Florida.

Their electrical distribution systems experience covers the full range up to 13 KV distribution systems as well as standby generator systems. EDA's instrumentation systems design experience includes SCADA and PC based systems, as well as numerous traditional plant monitoring and control panel designs. Their design experience encompasses computer/PLC controlled systems utilizing SCADA based systems for interfacing to remote locations, as well as hard wired relay controlled custom solutions.

G. Principal Place of Business

Wade Trim, Inc.
9100 S. Dadeland Blvd, Suite 1500
Miami, FL 33156

BCC Engineering, Inc. (major subconsultant)
6401 SW 87th Avenue
Suite 200
Miami, FL 33173









SECTION 4

APPROACH

Project Understanding

The San Castle Neighborhood is located east of I-95 and just south of Hypoluxo Road. This is a disadvantaged neighborhood in the northeast area of Boynton Beach, which is in dire need of roadway improvements in order to mitigate safety concerns. Most of the deteriorated roadways are caused by a lack of proper stormwater drainage. This low-lying and highly vulnerable area lacks proper drainage and is highly susceptible to tidal flooding, being impacted

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by king tides occur even without a significant storm event. This situation is aggravated during major storms and hurricanes, when residents are subject to flooding and standing water for days after the storm event has passed.

Localized flooding creates hazards and safety risk to first responders (Law Enforcement, Fire Service, Search and Rescue activities), essential government services including emergency and disaster assistance and community safety overall. **Exhibit 4** shows an elevation heatmap for the San Castle Neighborhood.

As shown in the figure, there are localized low points along several corridors in the neighborhood. In addition there is a limited capacity to drain the area with a restricted stormwater conveyance capacity to discharge water at C-16 Canal or a Palm Beach County owned stormwater pond. For the San Castle neighborhood critical known flooding areas include area along Ocean Parkway between Mentone Road and Atlantic Drive ❶ ; the Area along Palm Drive between Seacrest Boulevard and Atlantic Drive ❷ ; the area along NE 27th Ct between NE 27th Ave and Ocean Parkway ❸ ; and an area along 4th Street between 27th Avenue and 28th Court ❹.

In addition, new structures have an elevated floor slab elevation by code, while older structures remain in very low-lying conditions. An example of this can be shown in **Exhibit 5**, where the north side

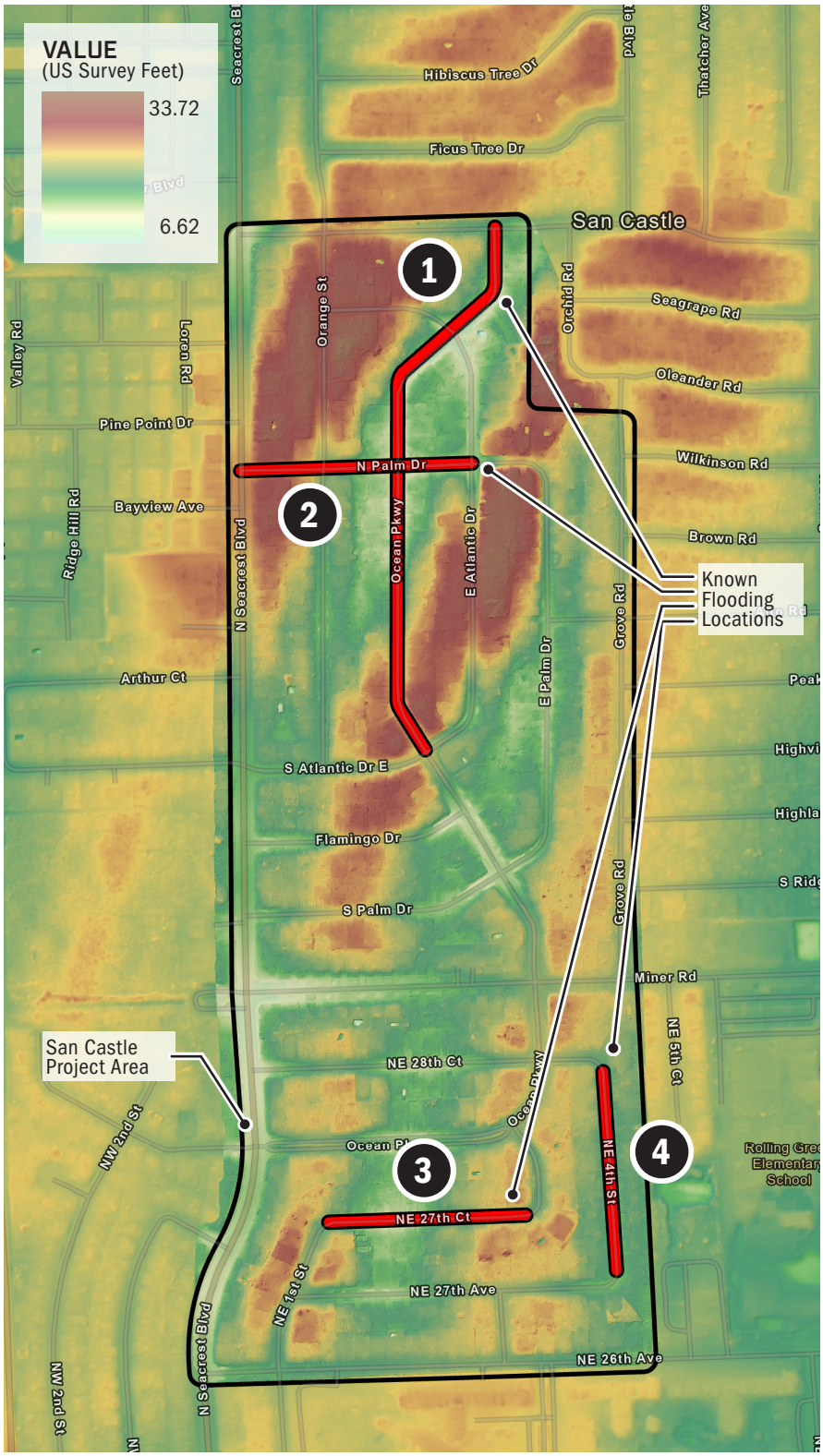

EXHIBIT 4 Elevation heatmap for the San Castle Neighborhood.

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EXHIBIT 5

ORTHOMOSAIC DRONE ELEVATIONS

The sequence of images below is based on elevations captured by an orthomosaic drone. **Figure A** shows how during rainfall (non-major event) the water will naturally drain towards areas along Ocean Parkway as depicted by the lower elevations (blue shading). As the area is drained, **Figure B** shows the area of stormwater accumulation is limited to portions of the road as the water tries to make its way to existing inlet structures at the corners of Ocean Parkway and Atlantic Drive and Ocean Parkway and Palm Drive. Because of the limited drainage capacity, **Figure C** shows how ponding is created around the drainage structures. When comparing **Figure C** to **Figure D**, you can clearly identify the ponding on **Figure C** compared directly to the edge of the sediment deposition marks shown on the aerial view of **Figure D**.

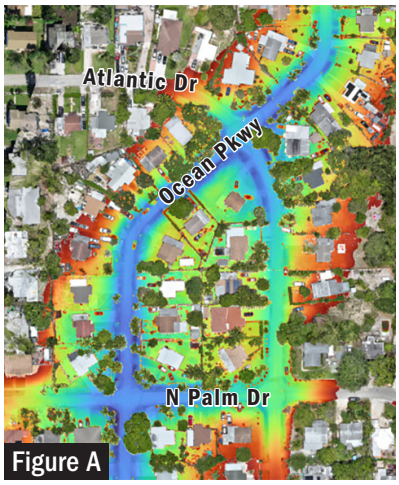

Figure A

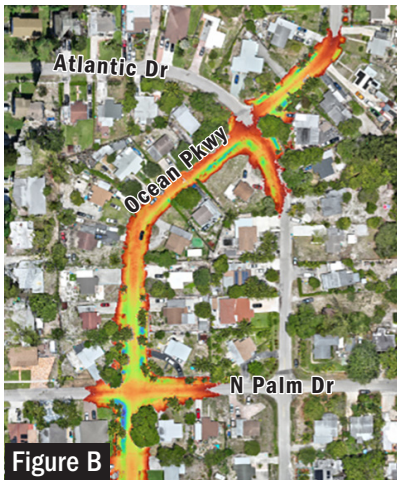

Figure B

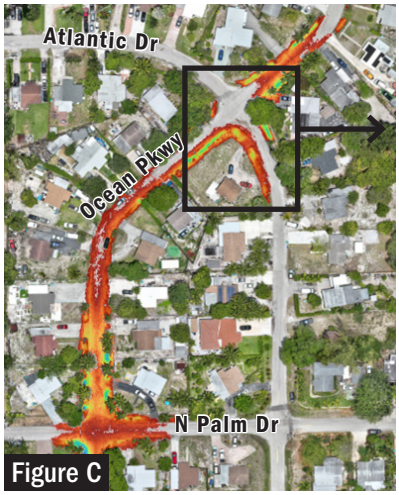

Figure C

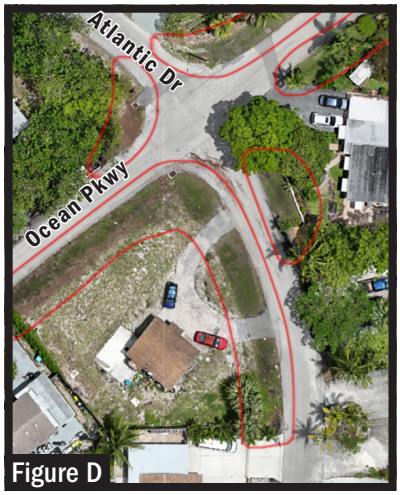

Figure D

of Palm Drive has a higher floor elevation than the house on the south side of the street. Simply raising the roads, cannot possibly solve the access concerns without creating unintended collateral damage to lower lying structures. A comprehensive stormwater evaluation will be required to determine the most optimum solution to alleviate localized flooding and select a design storm for which to design the roads and ancillary drainage.

To solve this challenge, the City of Boynton Beach has obtained as Community Development Block Grant Mitigation (CBDG-MIT) in order to improve the quality of life of the residents of the San Castle Neighborhood. The CBDG-MIT will help fund much needed improvements to reduce flooding, replace the aging utility infrastructure, and improve the roadway conditions within the disadvantaged neighborhood. This work will include the installation of 24,000 linear feet of stormwater pipe, 86,000 linear feet of water and sewer infrastructure, and 24,000 linear feet of road resurfacing and replacement.

To deliver these project goals, Wade Trim will focus on key technical areas that need to work together to make the project successful. The design process is not linear in nature. It is an iterative process that will find the best solution at the highest value. For example, raising the roads to a specific elevation may not always be an option. Stormwater

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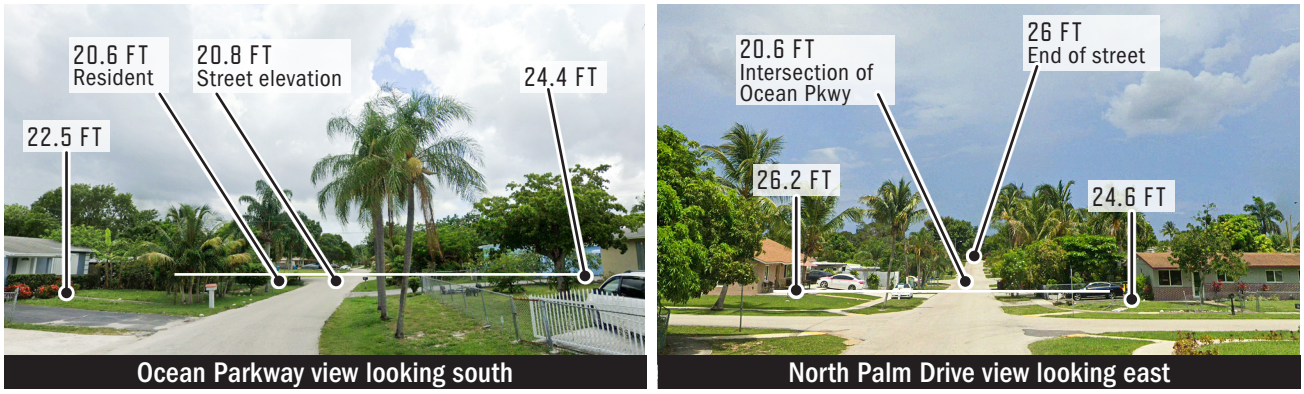

EXHIBIT 6 San Castle Neighborhood elevation levels

The left photo is Ocean parkway view looking south. The east side of Ocean Parkway has a lower floor elevation than the house on the west side of the street with 3.8 feet difference. The right photo is on N. Palm Dr looking east. The intersection of Ocean Pkwy and N. Palm Dr shows a 6 foot drop in elevation.

GOALS OF THE PROJECT

- Reduce flooding
- Provide safe drinking water to residents
- Increase resiliency
- Manage grant funding
- Provide safe access to residents, first responders and other government services

CRITICAL AREAS OF FOCUS

- Grant dictated project schedule
- Solutions that meet available funds
- Sequence of utility replacements
- Pump station configuration
- Stormwater treatment/ water quality
- Outfall dissipation structure

inlet elevations, harmonization obstacles, etc. may result in elevation targets to be tweaked. Our experience on projects like Palm and Hibiscus Islands, and Sunset Harbour provided us with lessons learned to confirm these technical areas work together to deliver the project goals to the local residents.

1 Project Approach

Project Initiation and Planning

> **Understanding the Project's scope, objectives, and constraints, including budget, timeline, and regulatory requirements as described herein**

The objective of the Engineering Design and Environmental Review Services – San Castle Grant Funded Project is not something that is new to our project team. Since the early 2000's, Southeast Florida has understood the impact rising sea levels and more intense storms would have on low lying coastal cities like Boynton Beach have partnered with engineering firms to find solutions that will improve the overall quality of the residents. Wade Trim was at the forefront of resilient projects, partnering with the City of Miami Beach on two of the first road raising projects, Sunset Harbour and Palm and Hibiscus. Many of the standards and design criteria adopted by the City of Miami Beach for subsequent projects originated from successes or lessons learned during those projects. Our design team understands the project goal of creating a more resilient neighborhood by installing a new stormwater infrastructure to provide flood protection to sea level rise projections and updated rainfall design storms improving the neighborhood accessibility by rebuilding the roads and addressing existing harmonization challenges.

With the Dig Once approach, as Boynton Beach improves this disadvantaged neighborhood, all other improvements will be

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incorporated into the same project area. Aging water and sewer systems will be replaced. Spacing constraints and new regulatory requirements pose challenges in achieving water quality and water quantity to control and remove pollutant loading into the stormwater systems. Given that this neighborhood is not directly adjacent to tidal body such as the intracoastal waterway, part of the challenge will be to determine how and where to discharge the high intensity peak storm flow captured by the new stormwater facilities. The stormwater is currently conveyed to two separate discharges, a stormwater pond on the northeast portion of the area owned by Palm Beach County and a discharge at C-16 Canal making its way to it through a series of pipes and open water channels.

The Wade Trim team understands the challenges involved in neighborhood improvement projects where multiple utilities are installed in shared corridors and is ready to deliver to the City, as we have done in past and recent projects. Our project management process will confirm that the City's scope, goals, and objectives are met on this project. **Exhibit 7** outlines the Wade Trim project management process phases for project delivery.

> **Understanding of pertinent City planning documents; and how proposer will incorporate and coordinate these with the design**

EXHIBIT 7

MANAGEMENT PROCESS PHASES FOR PROJECT DELIVERY

01 INITIATION

↘ Define goals and objectives

Before this project starts, the Project Manager, Shari Ramirez, will confirm that the project scope, goals, objectives, risks, issues, budget, schedule, and approach have been defined, which will then be communicated to the City and all stakeholders to build a consensus.

02 PLANNNING

↘ Create project management plan

The key to a successful project is in the planning. Creating a project management plan (PMP) that lays out the overall approach to deliver this project will be the first task that must be completed.

03 QUALITY MANAGEMENT PLAN

↘ Prepares deliverables and submits progress reports

In this phase, deliverables will be developed and completed. The kickoff meeting marks the start of this phase. Regular and periodic reporting of status, issues, risks, and progress will confirm tasks are achieved as expected.

04 CLOSE-OUT

↘ Confirms all project goals and objectives have been met

Often overlooked, the close-out phase is important to make sure the project reaches a clear endpoint and that the assets will be properly turned over to the City of Boynton Beach. Record drawings and permit close-out documentation will be assembled to verify that all contractual requirements have been met at the completion of the project.

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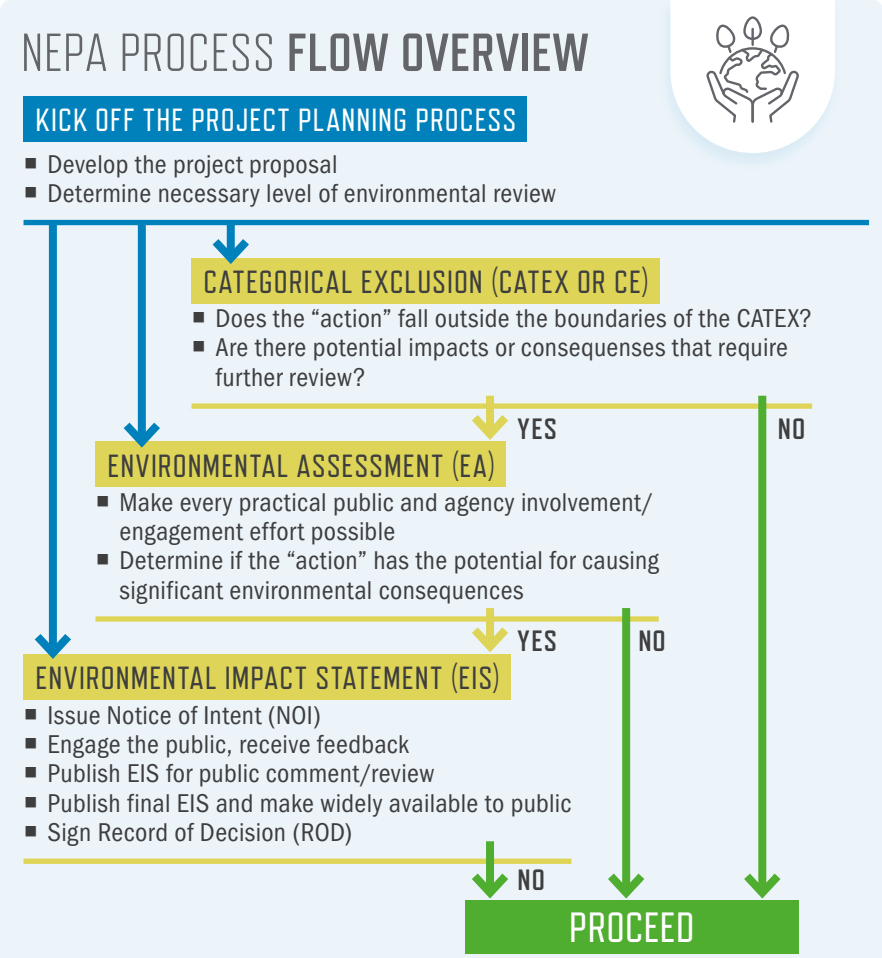
The City of Boynton Beach has invested a lot of time and effort into obtaining the CBDG-MIT grant and through a consultant has performed a stormwater evaluation for several areas of the City including this project.

It is important that our team performs due diligence and independently verifies recommendations of previous reports through independent stormwater modeling. This will increase the level of confidence on proposed recommendations and will allow our team to adjust to practical solutions that benefit the City. The current storm evaluation performed by others identifies restrictions on the ability to drain this neighborhood area through the existing stormwater system to either the C-16 Canal or a stormwater pond on the northeast side of the neighborhood owned by Palm Beach County. The proposed solution is mostly geared towards the use of exfiltration trenches, which essentially act as dry wells to collect stormwater in small areas and then slowly allow it to drain back into the soil over time. Exfiltration trenches are most suitable for small areas with low groundwater tables. The presence of high groundwater conditions, particularly at king tides, could diminish the effectiveness of the exfiltration trenches to mitigate localized flooding conditions. It is proper that our team evaluates through modeling other potential solutions that have a higher likelihood of success, as long as it meets the available budgets/funding mechanisms for this project.

It is also important for our team to have a good understanding of other governing documents and preferences that the City would like us to abide by this design such as the Engineering Design Handbook and Construction Standards for Public Works and Utilities Engineering along with established Engineering details. Our team would also need to know if these documents are currently undergoing internal revisions or updates. In addition, any other major planning documents or initiatives that could affect this area, such as planned redevelopment along Seacrest Boulevard, which is a major thoroughfare at the edge of the neighborhood area but could affect the evaluation of intended solutions.

This project is federally funded through the CDBG-MIT process and underwent the Categorical Exclusion determination process. It is the Wade Trim Team's understanding that the project is required to perform an NEPA Environmental Assessment (EA), refer to **Exhibit 8**. A NEPA EA is not the same as a Phase I

EXHIBIT 8



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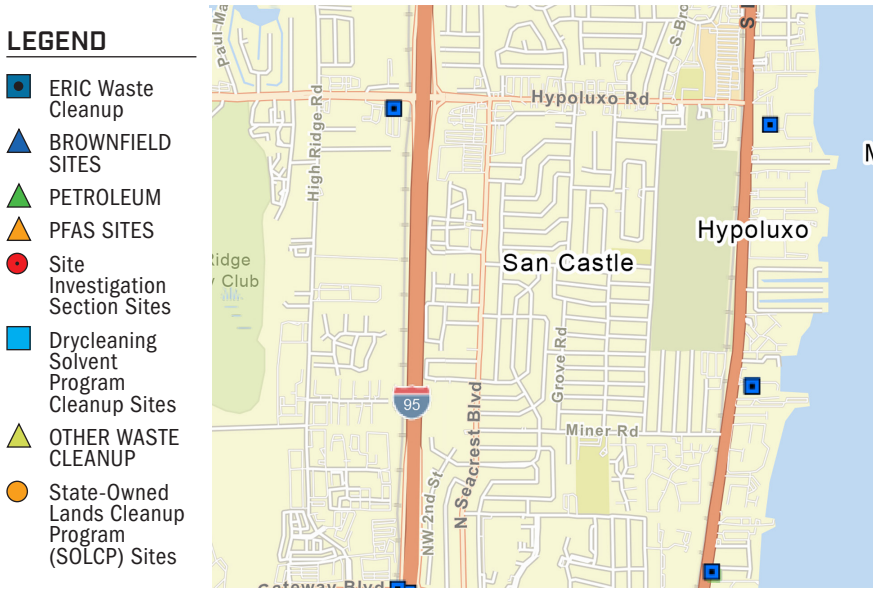

EXHIBIT 9 Contaminated sites

Environmental Site Assessment (ESA) typically governed by Florida Department of Environmental Protection (FDEP). NEPA EAs focus on the broader environmental effects of federal projects, including alternatives and mitigation measures. Phase I ESAs, on the other hand, are a more limited assessment of a specific property, focusing on historical records and site reconnaissance to identify potential environmental concerns. Our team includes a qualified subconsultant (Mc Farland Johnson) which brings hands-on Federal NEPA experience to properly meet this important federal funding requirement.

Reviewing available data from FDEP Map Direct **Exhibit 9**, we concur that there appears to be a very low risk for encountering contaminated soils or groundwater within the defined project boundaries.

However, according to record drawings provided, portions of the water main system are asbestos cement pipe (AC pipe or Transite). The NEPA Environmental Assessment will have to account for how to mitigate the health risks associated with the removal/replacement of the AC pipes. The most critical risk is associated with the exposure and removal of segments of AC pipe, as asbestos can be very detrimental to human health when it becomes airborne. This process requires specific procedures, tools and guidelines for containment and disposal. In Florida, pipe bursting has been considered a preferable low-risk method of addressing AC pipe replacement while reducing potential exposure. Members of our staff are very familiar with the process being implemented in other municipalities across Florida. In recent years, EPA has nationally recognized the Close Tolerance Pipe Slurrification (CTPS) method as an alternative work practice (AWP) to replace, rehabilitate or repair AC pipes. **Exhibit 10** below shows the CTPS process.

This patented process is a proven technology that removes the existing pipe by pulling a rotating

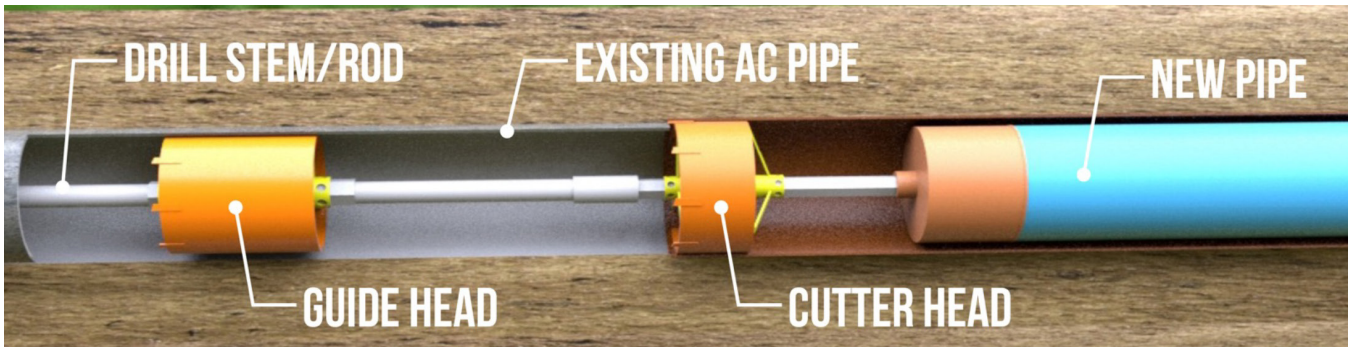

EXHIBIT 10 The Close Tolerance Pipe Replacement Process
Source EPA Guidelines for Replacing Asbestos cement Pipes with Close tolerance Pipe Slurrification

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reamer through the existing pipe while simultaneously injecting a bentonite-slurry lubricating fluid. The slurry is removed and displaced into a receiving pit by a reamer. A new pipe is then pulled behind the reamer. The fluids are captured and disposed of as wet slurry to a certified landfill, thus preventing the asbestos from becoming airborne. Our partner, BCC is currently delivering the very first CTPS project for the City of Sunrise in Florida.

During the NEPA evaluation, our team will have to compare alternative methods, impacts and costs to select the best solution for the City for all components of the project, including stormwater solutions, water main replacement, sewer replacement, construction techniques and costs. Given that there appears to be a low risk of existing soil and groundwater contamination in the area, the NEPA EA should be streamlined.

Conduct a thorough review of all available data and documents with information regarding the existing infrastructure, including water and sewer utilities, drainage, and all other pertinent infrastructure

A critical aspect of the design and execution of a successful project is the correct and accurate identification of existing underground utilities in the project area by performing a thorough review of the available data and documents. This is especially true in these types of projects, which are carried out in fully developed urban areas, where the existing right-of-way is usually congested with utilities. Although rights-of-way are not expected to be as busy along these neighborhoods, planned phasing of utility replacements will require the use of most if not all of the available right-of-way spaces to avoid service interruptions.

It is important to understand that underground conflicts do not only come from underground City assets. There are other underground conflicts that are critical for the design and are caused by third party assets. The Wade Trim Team clearly understands this, so in addition to requesting as-builts from the City and third-party utility owners, our team also reaches out to the roadway owner and requests as-builts from them. Complementary ground penetrating radar (GPR) and subsurface utility locates are used as required to supplement available data.

With all this information we then are able to consolidate and digitize all of the information received into one document, with layered assets, identifying all underground utilities. With the existing underground utilities, our engineers can get a clear picture of available corridors for new development or the potential impacts of the planned improvements to existing underground utilities.

2 Data Gathering

Obtaining topographic surveys, geotechnical reports, and other relevant site data

Topographic Survey and SUE

Our partners, Avirom will provide topographical survey and control points, while Inframap will enhance the corridor evaluation of the right-of-way surveys by providing Subsurface Utility Engineering (SUE) for this project. Both firms will collaborate closely with Wade Trim to address any additional survey information needs. Their SUE tasks will incorporate Quality Levels "A" and "B" processes, ensuring accurate horizontal and vertical data for existing and design-impacted utilities.

Having partnered with Wade Trim on previous projects, both firms possess a deep understanding of the Wade Trim needs for design. In addition, Wade Trim will supplement and enhance the information collected with the use of an orthosomaic drone. This Rm of aerial imaging is capable of providing 3D point cloud with survey grade accuracy. Additional mapping tools such spherical imaging and VLX 3D scanning, which are Wade Trim additional survey mapping tools will only be used as needed to support corridor evaluation, mapping or public outreach efforts.

Geotechnical Investigation

Terracon has extensive geotechnical experience in Palm Beach County, City of Boynton Beach and surrounding areas. Based on historical knowledge, expected soils in the study area

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would include a combination of shell, silts, clays and organic debris, in the northern and southern part of the study area, with some sand, sandy limestone and shelly marl throughout the remainder.

Among the expected geotechnical services will be evaluation of historical groundwater levels, SPT borings, hand auger and double ring infiltrometer or percolation test to determine the conditions of the area and measure the theoretical effectiveness of exfiltration trenches as part of the potential alternative evaluation process.

Environmental Investigation

McFarland Johnson, an experienced environmental firm, will support the Team in developing a comprehensive environmental assessment that meets NEPA requirements for the project considering the above-mentioned site conditions. Should any of the proposed solutions include a new point of stormwater discharge, McFarland Johnson will also be able to assist in the alternative evaluation and determine any potential environmental impacts associated with those proposed alternative(s).

Utility Coordination

Our Team is experienced in working in congested, urban corridors, installing new infrastructure in developed areas. Our team starts working on this issue even before starting design, looking at the identified corridor and then analyzing alternative routes to achieve the project goals with fewer utility conflicts.

Once the project solution(s) and corridors are defined and deemed to be the most adequate, our team will evaluate all available as-built records from utility companies. Upon issuing of NTP, we will call the Sunshine State One Call of Florida, or Sunshine 811, and request a Design Ticket. The design ticket will provide a list of utility owners registered within the project corridor. With this list, we will create a contact matrix, to include all the utility companies listed in the Design Ticket and added to it the contact information which we obtained from a constantly updated contact list we carry within our firm. This allows us to have all the utility contacts in one place. This list will also include the date of the requested as-builts, and track all responses. This tracking matrix allows stakeholders to get a one-document snapshot of the utility investigation process and allows us to identify which utilities have failed to respond to our request, so we can follow up and make additional requests.

3 Stakeholder Engagement

> **Identifying and developing an engagement plan with stakeholders, such as local government agencies, community representatives, and utility companies**

Communication Plan / Strategy

Led by Sharon Merchant, our local public outreach subconsultant Merchant Strategies will develop a communication plan/strategy for this project. This strategy is aimed at building capacity in the community by leveraging a focus group comprised of representatives from residents, business associations, cultural and environmental groups. In partnership with Wade Trim and the City, Merchant Strategies will apply lessons learned from previous local neighborhood improvement projects to refine stakeholder messaging and gather essential community feedback. David Mullen, the Design Manager, has unmatched experience collaborating with Public Outreach firms and communicating stormwater improvements, harmonization and project details to the public directly, with previous similar efforts during similar resiliency/ neighborhood improvements projects like Espanola Way, Sunset Harbour, and Palm and Hibiscus. These countless interactions with property owners have driven the development of effective communication strategies that build trust and turn challenges into opportunities for support. Working hand in hand with the Wade Trim Team and the City, Merchant strategies will work to refine the messaging to provide the greatest clarity to stakeholders, as well as to solicit the important and necessary feedback from community stakeholders.

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TABLE 2
PUBLIC OUTREACH STRATEGIES

INFORMATIVE LETTERS	ACTION	• Mail introductory letters to affected property owners with a project description, contact information, maps of the impacted area, and project schedule. Send at the beginning of the project and again at key milestones during design and construction
	BENEFIT	• Easy method to inform property owners about the project – travel isn't necessary, requires minimal time
	WEAKNESS	• Without interface, there is the possibility of misinterpretation
PUBLIC MEETINGS	ACTION	• Present an overview of the proposed project to interested residents. This may include a presentation with graphics and/or maps, followed by general Q&A, and ending with one-on-one conversations with individual property owners who have specific questions
	BENEFIT	• Easy to share clear information with a large group at once allows for questions and misinterpretations to be addressed
	WEAKNESS	• Scheduling conflicts may not allow all property owners to attend. Locating and coordinating adequate and convenient meeting space can be challenging Interface with confrontational residents may need to take place in a public setting
ONE-ON-ONE ON-SITE MEETINGS	ACTION	• Set up one-on-one meetings with interested property owners to review the pipe alignment through their property and discuss specific design and construction details for their property
	BENEFIT	• Provides opportunity to gain property owner support by individually addressing concerns
	WEAKNESS	• Requires more time, typically in the evening when property owners are available after work
PROJECT WEBSITE/ SOCIAL MEDIA	ACTION	• Develop a website and/or social media campaign to provide project details of interest, including maps, schedules, design drawings, general information, responses to frequently asked questions, and contact information
	BENEFIT	• Both are easy to update with the most recent project information. During construction, both can be updated regularly to indicate location of construction activities and potential road closures. Both offer an easy method for property owners to submit questions and project team to respond
	WEAKNESS	• Resident must have internet access and/or social media accounts

Seeking input and feedback from the public to understand their concerns and expectations.

Communication is key to the success of any project, and it's never more critical than when working with individual homeowners and businesses. Complete neighborhood improvement projects impact residents and commercial customers, with whom we will need to coordinate improvements, in some cases harmonization of their properties. If these residents and stakeholders are going to support this project, we must clearly communicate the scope, purpose, and schedule. The residents and stakeholders must also be informed of construction durations and traffic impacts such as lane closures or detours. While impacts are unavoidable, the goal is to reduce the hardship on the impacted residents and stakeholders to the extent possible and build support for the purpose and result. For this reason, Wade Trim will work closely with the City to help inform the public throughout the duration of the project by communicating and receiving feedback from the public during both the design phase and construction phase.

Developing a communications plan to keep the public and stakeholders informed about the progress of the Project and any changes to the design or construction schedule, gathering stakeholder feedback, as well as

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being able to demonstrate and articulate the reduction in flood risk for the community

A communication plan will be developed for the project. Our public outreach specialist, Merchant Strategies, will effectively communicate the beneficial impacts of the utility upgrades and flood mitigation to these stakeholders, establish clear expectations, and keep the stakeholders informed throughout the project.

Solutions for effective communication include regular meetings, hand-outs, a website, mailers, and social media posts. Our team has had success with these public outreach strategies as shown in **Table 2** on the previous page. We have used each of these techniques on similar projects, usually in combination for greater impact.

4 Preliminary Design

There are multiple concurrent preliminary activities that need to be carried out simultaneously, in order to define the right solution for this neighborhood improvement and flood mitigation project. See **Exhibit 11** below.

Developing conceptual design options and drainage v models that address the Project's objectives

Wade Trim's wet weather hydraulic modeling expertise dates back several decades, and we are the key program managers for several major wet weather programs such as Allegheny County Sanitary Authority (ALCOSAN), Three Rivers Stewardship District, Great Lakes Water Authority and Pittsburgh Water and Sewer Authority to name a few.

The first and most important step during the preliminary design phase will be to create a stormwater model for the study area and undertake early field activities to verify geological conditions and support accurate predictive stormwater modeling. The stormwater model will be the key tool for flood mitigation decision making. In the state of Florida ICPR 4, is a widely accepted stormwater model platform used by regulatory agencies. Other alternative options for dynamic storm simulation could be PCSWMM or INFOWORKS, which have additional simulation and reporting features that could be key specific solutions.

Concurrently with stormwater modeling our team of experts will discuss with the City potential practical flood mitigation solutions, knowing the budget limitations of the grant funding. In addition to exfiltration trenches, additional conceptual solutions could involve underground storage, stormwater wells, increased conveyance capacity and potentially a stormwater lift station and force main, to increase the discharge capacity of the basin. The conceptual alternative along with associated modeling and cost



EXHIBIT 11 Identifying the Right Solution
Preliminary activities to be carried out in order to identify the right solution

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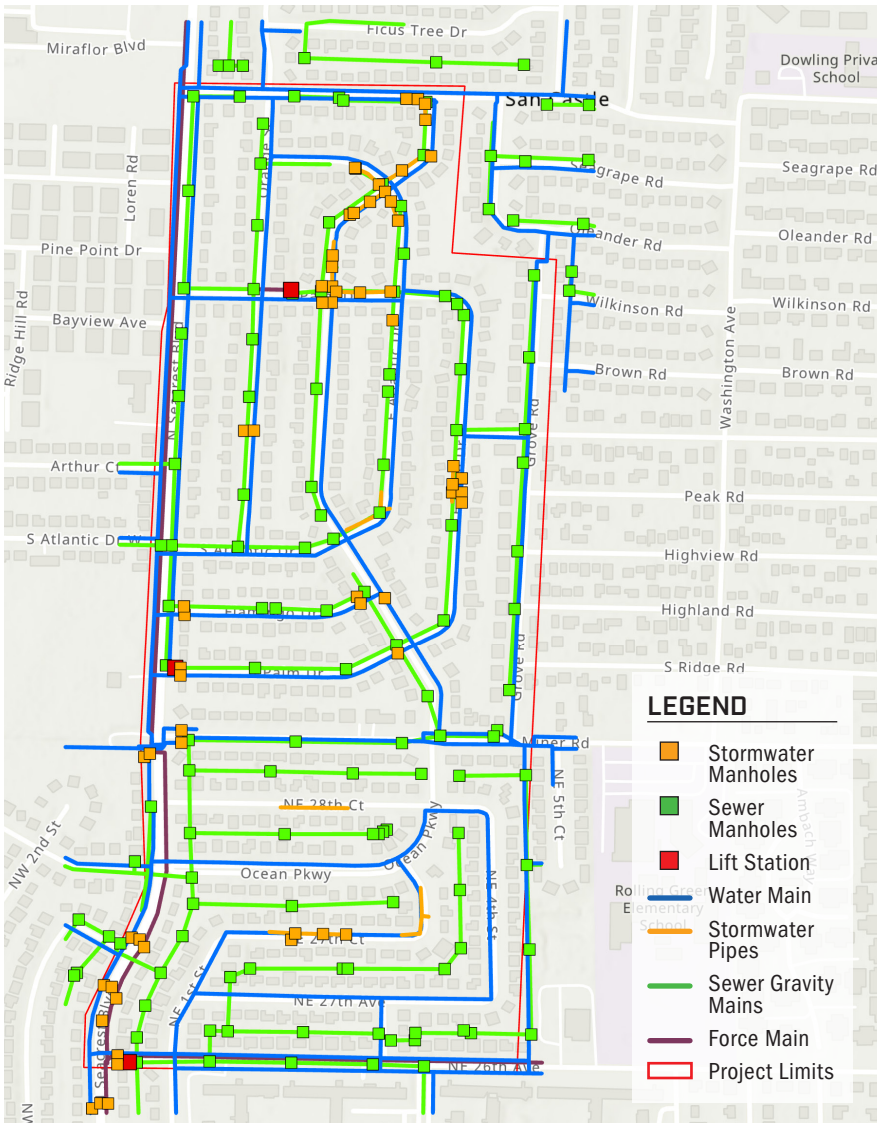
EXHIBIT 12 San Castle Existing Utilities
Third-party Utilities Currently Not Shown



comparison will provide the City means of choosing the final level of service and solutions to implement.

Establish a Level of Service (LOS)

The stormwater evaluation performed by others includes a proposed target level of service for stormwater improvements as a 25-year, 24-hour storm event. After our team creates a predictive stormwater model and confirms field conditions, we will revisit the expected level of service and estimated costs with the City.

In addition, our team will confirm with the City that the replacement of other utilities in the corridor will be of the same diameters and capacities and will rely on the City's hydraulic models for these decisions. Additional hydraulic modeling for water and sewer can be performed if needed.

Field Verification with Geo-technical Testing

Obtaining supplement information from field activities is important to help establish realistic outcomes in stormwater predictive modeling. Geotechnical field tests such as hand auger, spt borings, soil classification and percolation tests should support the use of exfiltration trenches that can properly drain to avoid the localized flooding. If optimal conditions are not present, the team will have to evaluate other possible solutions such as collection and other means of local detention or increasing the capacity of stormwater discharge with increased drainage conveyance or small stormwater lift station(s) and force mains to designated tidally influence discharge points that will permit an increase discharge of stormwater peak flow.

Corridor Evaluation

As is the case with every linear conveyance project, the corridors shall be evaluated for potential conflicts. As seen on **Exhibit 12**, the San Castle neighborhood already has existing City utilities. In addition, there are third party utilities such as power and communication that are in the proposed work areas. A sequencing plan should be able to identify how to most optimally use the available corridors. Existing utility services need to be maintained while new replacement parallel utilities are being built and commissioned. In addition, available space needs to be accounted for in stormwater capture and conveyance as part

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of the road restoration and flood mitigation efforts.

Environmental Assessment

Unlike the Phase 1 Environmental Site Assessments, the NEPA environmental assessments include a thorough evaluation of potential detrimental impacts from implemented solutions. Each possible solution identified may have a different environmental impact that may require mitigation. However, a key element of these environmental assessments is precisely to have an alternative analysis as part of the evaluation.

As our team develops proposed stormwater flooding and AC pipe replacement solutions, potential environmental impacts and potential mitigation will be identified and weighed as part of the decision making process.

Identifying the right solution

Once all of the steps above have been completed, our Team in a collaborative workshop environment will present the results of the evaluation along with supporting information to determine the most optimal cost-effective solutions for implementation.

This will present a forum for City staff to provide input, ask questions and get clarifications. The lowest cost solution may at times not necessarily be the best solution, and the most easily implementable solution, can at times create excessive operational and maintenance headaches, which City staff may not want to undertake. It is important that decisions be reached in a collaborative environment and by consensus, which provide a firm step forward towards project buy-in from stakeholders.

Keeping in mind schedule and budget, we will prepare a conceptual 30% design of the selected alternative to ensure no conflicts or additional information are required. The conceptual 30% design plans will include alternative roadway typical cross sections and proposed utility alignments along with a preliminary opinion of probable construction cost to be submitted to the City and for stakeholder review. Upon completion of the review, Wade Trim will conduct a design review meeting with the City and stakeholders to review major design discussions and any comments.

5 Detailed Design

Introduction

Our team has performed a thorough review of the stormwater evaluation and the grant funding request and understands the City's objective of mitigating current and future flooding caused by rain events and sea-level rise. Our detailed design approach is focused on enhancing the decision making of the stormwater evaluation with stormwater modeling and preparing a conceptual design incorporating the information gathered during preliminary design phase, and then developing a finished permittable and constructable design package. The detailed design phase follows the flow of the water through the improvements starting as the rainfall lands on the ground surface to be guided into a collection inlet where it will enter the conveyance system to be routed to selected storm flooding mitigation option which could be from exfiltration trenches, to increased conveyance capacity or stormwater pump station and pumped through the discharge force main to the a designated discharge points that has yet to be evaluated.

> **Selecting the most feasible and cost-effective design options based on stakeholder analysis and input**

The key to a successful neighborhood improvement project is a design philosophy that focuses on the clients needs and budgets while improving conditions for the residents and businesses. Proactive interactions with City staff, business owners, and residents will provide feedback and guiding principles to include all major stakeholders and gain a sense of shared ownership in the successful completion of the project. Our Design Team has an intimate understanding of implementing stakeholder involvement from unmatched boots-on-the-ground experience our Key Personnel have from previous neighborhood improvement projects like Sunset Harbour, Palm and Hibiscus, Española Way, First Street, and Flagler Street Downtown Beautification.

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Preparing detailed construction plans, including specifications, materials, and construction techniques.

Design Process

After reviewing and addressing all comments from the City and other stakeholders during preliminary design phase, we will further develop the design and complete 60% and 90% submittals including a design meeting workshop held after each submittal to discuss and confirm understanding of comments. Design submittals are anticipated to include at a minimum all applicable calculations, general notes, roadway plans, utilities plan and profiles, traffic control, erosion control, landscape plans, harmonization plans, where needed, details, as well as specifications and an updated opinion of probable construction cost. Final design plans to be used for the bidding phase will address any comments received from the permitting agencies, City staff, and other key stakeholders. During the bidding phase our design team anticipates supporting the City with the bid advertisement process, responses to bid questions, reviewing bids, and then production of the 100% IFC Signed and sealed documents incorporating any changes or clarifications during the bid process. A detailed design process workflow is shown on **Table 3** on the next page.

Harmonization

Road raising may be one of the potential solutions for this project, and if implemented it can create additional challenges. One of the potential challenges that comes with elevating the roads is harmonizing with adjacent private properties, as well as harmonizing private property to private property. In some cases, properties have already been built to a higher floor elevation, and in other the finished floor elevation may end up below the road level. Harmonization is also the best opportunity to turn a temporary inconvenience into a quality-of-life improvement for the neighborhood residents and businesses. Our team understands that there is no universal solution for harmonization on this project and each property will need to be analyzed individually to develop the best site-specific design.

Our team will draw on the experience of the hundreds of individual harmonizations designed and constructed previously for Miami Beach. This experience has created a large toolbox for both harmonization between private property and the road and harmonization between each adjacent property.

Factors such as accessibility, practicality, and cost will be taken into consideration for all proposed harmonization solutions. Our team is also experienced in assisting agencies in obtaining construction and maintenance easements when harmonization carries outside of the right of way.

The current neighborhood does not include bicycle lanes or ADA access. Our Team will pay close attention to ADA and pedestrian access throughout the design process. Pedestrian pathway grades and widths will meet ADA minimums both during and after construction, and all curb ramps will follow ADA standards with proper detectable warning surfaces. Any collection grates within a pedestrian pathway will meet current heel proof requirements. Providing additional crosswalks and crosswalk signals will also improve pedestrian connectivity and mobility.

HARMONIZATION GOALS



- Maintain minimum Edge Of Pavement elevations

HARMONIZATION CHALLENGES



- Driveway entrances at Right of way line when Finished Floor elevations significantly vary on either sides of the street.

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TABLE 3

ENGINEERING TEAM KICK-OFF	PRELIMINARY DESIGN	60% DEVELOPMENT	90% DEVELOPMENT	100% DEVELOPMENT	BID SET & SUPPORT	CONSTRUCTION PHASE
+ Kick-Off Meeting + Project Management Plan + Identify Key Stakeholders + Quality Management Plan + Engage stakeholders	+ Mobilize environmental geotechnical, survey + Stormwater Modeling + Coordinate project goals and level of service with City Staff + Evaluate alternatives + Perform Environmental Assessment + Initiate discussion with permitting agencies + Confirm existing utility alignment + Develop road typical section + Confirm easement and land availability + Grant Admin/ Reporting + QA/QC	+ Develop roadway, harmonization plan & pump station (if needed) + Develop stormwater conveyance & utility horizontal alignment + Develop utility relocation plan + Coordinate SUE + Mobilize SUE (between 30% and + 60%) + Coordinate with permitting agencies + Stakeholder Coordination + Grant Admin/ Reporting + QA/QC	+ Finalize pump station (if needed), roadway & harmonization plan + Finalize stormwater conveyance & utility horizontal and vertical alignments + Apply for permits + Develop legal descriptions for easement acquisition (if necessary) + Finalize utility relocation plan + Stakeholder Coordination + Attend resident meetings to begin harmonization agreements process + Grant Admin/ Reporting + QA/QC	+ Implement permit comments + Receive approved permits + Grant Admin/ Reporting + QA/QC + Finalize harmonization agreements	+ Finalize bid package + Support city on bid process + Grant Admin/ Reporting + Support City during bid process + Review Contractor bid responses	+ Finalize construction package + Pre-construction meeting + RFI responses + As-needed site visits + As-needed shop drawing review + Weekly progress meeting + As-built review + Grant Admin/ Reporting
	DELIVERABLES	**DELIVERABLES**	**DELIVERABLES**	**DELIVERABLES**	**DELIVERABLES**	**DELIVERABLES**
	+ 30% design plans + Conceptual roadway typical sections and pump station layouts + 30% EOPCC + Specifications TOC + Alternative Evaluation Workshop + 30% Design Review Workshop	+ 60% design plans + 60% EOPCC + Draft specifications + 60% Design Review Workshop + Permit Applications	+ 90% design plans + 90% EOPCC + 90% Design Review Workshop + Permit Package	+ 100% design plans + 100% EOPCC + City front-ends and specifications	+ Bid set plans + Bid specifications package + Final EOPCC Pre-bid materials Letter of recommendation to award	+ Formal RFI responses Shop drawing reviews Record drawings Site visit field reports Substantial + Completion and + Punch list Final Completion Permit closeout
	PRELIMINARY	**PERMIT APPLICATIONS**	**DETAIL PLANS**	**PERMIT APPROVAL**	**CONSTRUCTION DOCUMENTS**	

Developing a comprehensive traffic management plan to minimize disruptions during construction.

Traffic Control Plan

The most effective traffic control plan (TCP) is one that minimizes interaction between the public and the construction activities, minimizes traffic shifts, and promotes safety above all. For this project, our team will give consideration not only to maintaining vehicular traffic, but also to maintaining a safe route for pedestrians and bicyclists. Due to the nature of this project, we will pay particular attention to maintaining access to all properties throughout construction and minimizing the duration of construction operations. To achieve this, we will develop a TCP that allows for construction to occur in as few phases as possible and minimize our footprint and presence in the area as much as possible. Our TCP will provide pedestrian detours and signage as required during any sidewalk construction and address any partial or temporary road closures. We are aware of the impacts that a project of this magnitude can have on the surrounding public so it will be essential to keep the public informed of construction operations by providing advance warnings and notifications.

A comprehensive Site Safety Plan will be required from the contractor, which will be available in the field offices and job sites, and will be utilized to indicate OSHA work requirements, emergency contact numbers and safety information. This plan will be continuously monitored during construction and pedestrian and vehicular traffic control plan will be inspected regularly to maintain safety compliance.

Similarly, our project will require the contractor to develop, implement and maintain a Stormwater Pollution Prevention Plan (SWPPP), to install pollution control devices and to comply with the National Pollutant Discharge Elimination System (NPDES) as dictated by the United States Environmental Protection Agency (EPA), and will be monitored daily during construction, to verify that the contractor is maintaining all required mechanisms to avoid environmental impacts during construction, and maintain our quality levels of nutrients in the adjacent bodies of water, such as the intracoastal waterway, and also the ground water.

Application of quality control procedures, best practices and design standards.

At Wade Trim, we understand the importance of quality deliverables for every project. We are committed to delivering high-quality design and construction deliverables that aim to exceed client expectations and meet industry standards of care and are supported by our diligence to adhere to a Quality Plan that embraces proven quality review procedures.

Wade Trim recognizes the importance of the accuracy, competency, and completeness of services and deliverables. Our clients and the public expect quality solutions. Wade Trim's service perspective is anchored in our core values to drive our comprehensive quality efforts: Client Focus, Accountability, Safety, and Professional Ethics.

Our project teams are skilled in maintaining a focus on our clients that pushes us to create technically correct and accurate solutions. These solutions meet or exceed our clients' expectations. We hold ourselves accountable for the technical components and appropriateness of our solutions. We recognize that our work on infrastructure directly affects public health, safety, and welfare in many cases. As an organization of professionals, we approach our work with integrity, respect, and truthfulness. **Exhibit 13** on the following page shows each step of the quality review process.

Coordinating with external utility companies to relocate or adjust any utilities that might be affected by the Project.

Once the design is defined, our engineers can contact utility owners and discuss any potential relocations required by the proposed improvement.

Our Team will schedule, coordinate and track utility meetings to document all relocation requirements. Being able to identify

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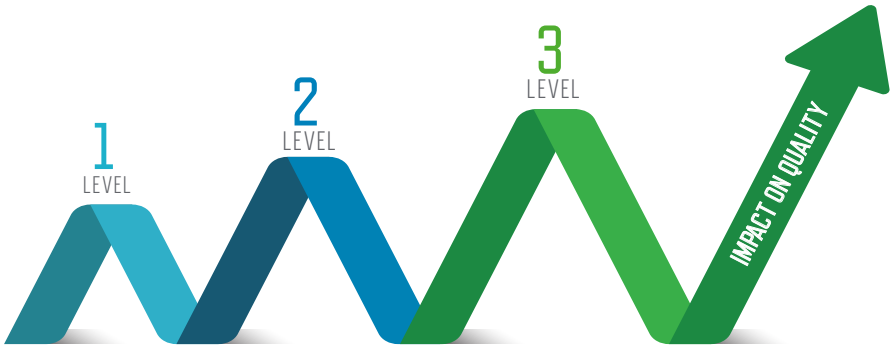
EXHIBIT 13

LEVELS OF QUALITY REVIEWS

Wade Trim's core values drive our quality initiatives:

+ *Client Focus*
+ *Accountability*
+ *Safety*
+ *Professional Ethics*



LEVEL 1
DISCIPLINE/PEER REVIEW

Confirms technical accuracy and completeness, and ensures intended concepts are clearly presented

LEVEL 2
TASK LEAD REVIEW

Confirms completion of discipline/peer review and work products are consistent with client requirements

LEVEL 3
INDEPENDENT QC REVIEW

Confirms completion of task lead review and conducts an overall concept and coordination review

this early on, is key to avoiding scheduling impacts from utility conflicts in our projects.

We will carefully consider any utility relocations required within a specific area to avoid repetitious disruption during the main-line work, and will require restoration operations to commence as soon as practicably possible following the completion of a segment of work. This includes the replacement of curbing, grassing, landscaping and paving (temporary as necessary) as required by local jurisdictions and as necessary to protect the traveling public with minimal disruption to local businesses and other utility interests.

6 Cost Estimation & Timeline

> **Preparing detailed cost estimates at each phase of design.**

A probable cost estimate will be prepared at each phase of the project and applicable contingency percentages will be applied based on level of design completion. Market prices will be reviewed and analyzed from similar project contractor bids, manufacturer's pricing, FDOT historical average cost, and other resources.

> **Considering construction costs, utility relocations, and ongoing maintenance.**

The project cost estimates will account for pay items for all components of the project, long lead products, utility relocations, police officer presence, and contingency items.

> **Strategies to meet schedule and budget requirements without compromising quality, considering both design and construction phases; provide a preliminary schedule for the design, permitting, construction procurement, and construction phases**

Wade Trim will utilize project control documentation and tools to manage the project cost, schedule, and project documents to meet the City's requirements. One tool includes development and monitoring of a detailed design schedule using Microsoft Project or Primavera P6. In combination with the schedule, we will implement engineering budget management tools, including Earned Value monitoring to track our progress against the plan activities. We will also prepare a quality plan per Wade Trim's established quality assurance and quality control process to review documents for design and constructability throughout each project milestone. Another tool utilized is Bluebeam for document review and markups. All of these tools allow us to keep the City informed of progress and immediately identify and develop mitigation plans for any schedule or budget challenges, as shown in **Exhibit 14** on the following page.

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EXHIBIT 14 Managing Schedule and Budget



7 Permitting and Regulatory Compliance Introduction

The Wade Trim Team has a long history in SE Florida, meaning that we know the regulations, conditions, constraints, permitting and construction issues related to infrastructure improvement projects such as roadway, stormwater management, sanitary sewer and water related projects in highly urbanized areas.

This experience not only gives our team knowledge but also allows our team to build professional relationships with the appropriate local agencies and stakeholders that allow us to keep the work moving forward. Our experience working in SE Florida on capital improvement and construction management services has provided us with a deep understanding of local, state and federal regulations, including zoning, environmental and safety standards.

Therefore, permits are an important and essential component of this project. Our Team will develop a Permit Plan identifying the permits required from local, state, and federal agencies for the design, construction and operation of this project, including each permit agency jurisdiction, action(s) that would trigger each permit, the approximate time frame required to obtain each permit, and the approach to obtain required approvals and authorizations from regulatory agencies. Our Environmental and Permitting Team members will integrate into the Design Team working as a partner and assessing the environmental conditions and permitting or regulatory consultations with the City and permitting agencies.

Our project staff will review available project documents and update environmental concerns or critical issues before preparation for permit applications begins. Overall, the permit approach will be focused on proper coordination with the City, Design Team and stakeholders, and preparing complete permit applications in a manner to facilitate agencies' review, minimize the request for additional information and meet agencies' expectation for timely approvals.

> **Ensuring the design complies with local, state, and federal regulations, including zoning, environmental, and safety standards.**

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Here at Wade Trim, we believe the proactive approach is the best approach. We take this philosophy seriously and implement it in our permitting process with our sub-consultants and project team. We understand permitting is a critical element of every project, and each project brings its own unique permitting challenges. Therefore, although permitting is required to be obtained once the design has reached its completion, or once it is substantially complete, our approach has always been to address permitting early on in the design stage, by contacting permitting agencies as early as 60% design, engaging them, and making them part of the design process.

During these early stages of design our Team develops a permitting Memo, which is a roadmap of the permitting process. The Memo is developed by our experienced staff, listing all required permits for the specific project. Then, we contact permitting agencies and verify the drafted roadmap is accurate and comprehensive. The permitting memo not only lists the anticipated permits, but also includes contact person, contact information, expected fees and expected duration of review. It will also include any requirements for the submittal, such as number of copies, prior permits approvals, or plans approvals.

As our design progresses, our Team schedules and conducts pre-application meetings and informal calls, and updates to the permitting Memo as needed. After all internal review comments are addressed and pre-application meetings are held with regulatory agencies, the permit application packages are submitted for review and approval. This process minimizes unnecessary changes and comments from the regulatory agencies. Through this process, our Team is able to identify potential schedule impacts and address specific situations early on, minimizing or eliminating potential setbacks through design mitigation.

The Wade Trim Team will undertake the responsibility of obtaining all necessary approvals and final environmental and building permits required for the project. This process will involve close coordination with various entities, including The City of Boynton Beach, Palm Beach County, and other state and federal agencies such as the Florida Department of Environmental Protection, South Florida Water Management District, as well as federal agencies, such as the Army Corps of engineers, as applicable to the project. Our team will verify that all the required permits are acquired and properly incorporated into construction documents, adhering to the regulatory requirements and guidelines set forth by the respective authorities. This comprehensive approach will facilitate a smooth and compliant permitting process for the project.

> **Assisting with permitting the Project through all the necessary regulatory agencies.**

Our Team's experience obtaining permits, will reduce schedule setbacks on the project. We maintain communication with applicable agencies throughout the design and permitting process to mitigate such instances. We understand the importance of building positive relationships with regulatory agencies, which can expedite the permitting process and facilitate smoother project execution.

During the permitting process, we develop a permit tracking matrix, which is helpful in providing stakeholders an easy one-stop snapshot of the permitting process. This matrix includes permit name, numbers, and expiration date. The expiration date is extremely important, as our Team not only obtains the permit but also tracks them during procurement and construction, and will notify the City when any permit is nearing expiration in order to initiate the renewal process to avoid costly and time consuming extensions or re-permitting.

Thanks to our knowledge and experience, and through our thorough approach to regulatory permitting, we aim for all project activities to be compliant with legal requirements, thus minimizing risks and avoiding potential project delays. Our team has a permitting risks and mitigation plan strategy in place as described on **Table 4** on the following page.

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TABLE 4
PERMITTING RISKS AND MITIGATION STRATEGY

RISK	REASON OF RISK	MITIGATION STRATEGY
	DESIGN PHASE	
Delay in project schedule	• Additional design requirements • Additional information and calculations required by agencies during permitting process • Multiple RAIs due to misunderstanding by agency reviewer(s) • Longer schedule means potential longer reliance and cost associated to ground water withdrawal and utilization of desalinization plant	• Coordinate early, frequent, and continuously with agencies; maintain constant communication with agencies and Design Team • Conduct meetings with agencies prior or at 60%,90% and 100% design • Conduct "Pre" and "Post" RAI response meetings as necessary to facilitate agency review and obtain permit approval in a prompt manner
Complexity of team coordination	• Coordination, communication, and integration of multiple disciplines to obtain required information for permitting (Different levels of expertise and background)	• Update Permitting Tracking Table periodically as necessary to ensure compliance • Engage high quality and experienced personnel • Maintain proper coordination among project team • Inform periodically the Design Team about permit requirements and information required from each discipline • Conduct progress meetings to discuss project issues and tasks
Sensitive Natural Resources, and Wildlife Protection	• Potential presence of in-water protected species or natural resources that could affect design	• Conduct detailed field surveys (eg, seagrass surveys) as per FWC, USFWS, NMFS and FDEP requirements during early design stage • Integrate field results into design analysis to avoid and minimize impacts
Multiple Permits involving Federal, State, County and City	• Multiple permits conditions and design requirements	• Utilize Permitting Tracking Table as a tracking tool for permit compliance; review, revise and update Permitting Tracking Table as needed to update project design • Develop general/special conditions check list in order to ensure compliance with applicable permits

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SECTION 5
WILLINGNESS TO MEET BUDGET AND TIMELINE REQUIREMENTS

WILLINGNESS TO MEET BUDGET AND TIMELINE

We confirm that we are willing to meet the specified time and budget requirements for this project. The total project budget is $19,765,302.00, with funding sources including $3,265,302 from the City Fund and $16,500,000 from the Federal Department of Economic Opportunity CDBG-MIT. **We are committed to making sure that all project objectives are achieved within these financial parameters.**

Schedule and Budget Management Control

Our approach to budget and schedule control management is rooted in a disciplined project management philosophy, organized around four key phases, as shown in **Exhibit 4**: **initiation, planning, execution and monitoring, and close-out.** At the outset, we work closely with our clients to define project goals, objectives, scope, risks, issues, budget, schedule, and approach, making sure all stakeholders are aligned and expectations are clear.

During the planning phase, we develop a comprehensive project management plan (PMP) that serves as the foundation for successful delivery. We use industry-standard tools such as **Microsoft Project and Primavera P6** to create and monitor detailed project schedules. For budget management, we implement **earned value management techniques** and utilize **BST Global Business software**, which allows us to map and track project effort, billing, and financial controls in real time.

Throughout execution and monitoring, we provide regular status reports, track progress against the plan, and conduct weekly schedule reviews to identify and address any potential issues early. Our project managers have direct access to daily project status reports, enabling proactive decision-making and corrective actions when needed to maintain project budgets and schedules.

We recognize that each project is unique, with delivery times varying based on size, scope, and complexity. Our team works collaboratively with clients, permitting agencies, and funding partners to develop realistic schedules that account for all requirements and constraints. We make sure to maintain open communication, providing weekly and monthly reporting as requested, and adjust our approach as necessary to deliver quality results within the desired timeframe and budget.

By making sure that our project controls are robust and our communication is transparent, we consistently deliver projects on time and within budget, supporting our clients' goals and building lasting partnerships.

EXHIBIT 4 Core Project Management Process



Our project management process has consistently supported our clients' goals and will continue to guide successful delivery of future tasks under this project.

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SECTION 6
LOCATION

SECTION 6

LOCATION

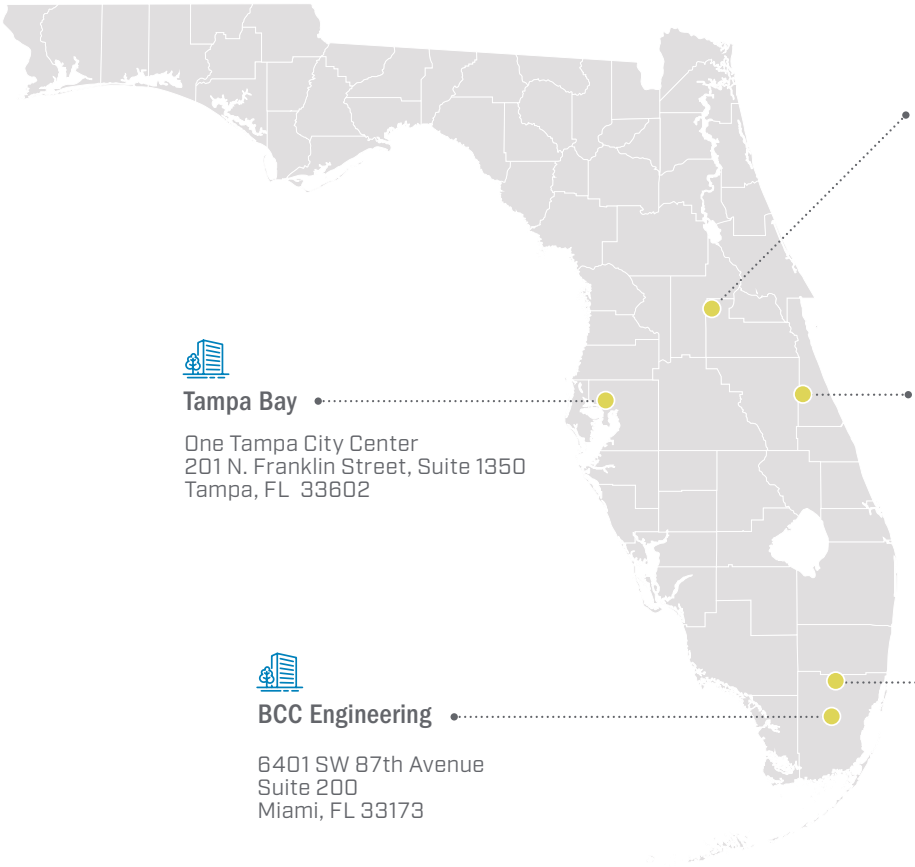
Wade Trim currently has 4 office locations in Florida. To efficiently serve the City of Boynton Beach, services will be provided from our **Miami office.**

Collectively, the Wade Trim/BCC Team has close to 1,088 professionals nationally to support the City on this contract. This depth of local resources will allow us to deliver high-quality projects on schedule and within budget. While our workload is steady, we have adequate capacity to take on additional work. **Exhibit 5** below identifies our Team's Florida offices and number of staff.

EXHIBIT 5

WADE TRIM/BCC LOCAL AND FLORIDA OFFICES

OUR TEAM'S NATIONAL RESOURCES
1,088 EMPLOYEES



Orlando City
Landmark Center Two,
225 E. Robinson Street, Suite 210
Orlando, FL 32801

Tampa Bay
One Tampa City Center
201 N. Franklin Street, Suite 1350
Tampa, FL 33602

Palm Bay
3790 Dixie Highway NE,
Suite D
Palm Bay, FL 32905

Miami
2100 Ponce de Leon Boulevard,
Suite 940
Coral Gables, FL 33134

BCC Engineering
6401 SW 87th Avenue
Suite 200
Miami, FL 33173

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SECTION 7
FINANCIAL INFORMATION

FINANCIAL INFORMATION

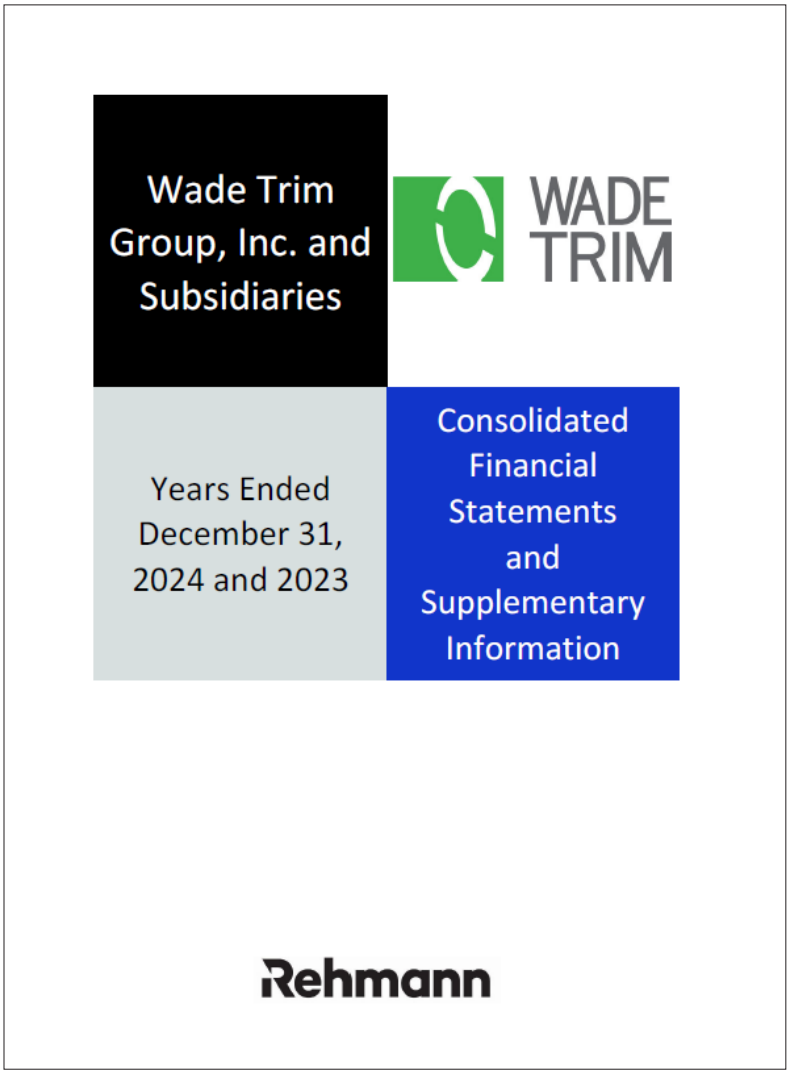
Financial Stability

Wade Trim possesses the resources required to complete the project as evidenced by its significant work force (700+ employees). Total annual revenue amounted to **$163M** million in 2024.

The company has a long-standing relationship (since inception) with its financial institution (Comerica Bank), where it holds a revolving line of credit with **$10 million** in availability. Although available, the company typically maintains a healthy cash balance and does not regularly access the line. Bank reference information is available upon request. Our financial strength allows us to make sure we have the resources necessary to deliver projects reliably and efficiently for our clients.

Financial Statement

Please find a copy of our latest audited financial statements in the Appendix.



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SECTION 8
CURRENT AND PROJECTED WORKLOAD

CURRENT AND PROJECTED WORKLOAD

We have a robust workload management system that allows us to balance current commitments while maintaining the flexibility to take on new projects. Our team is composed of more than 700 professionals nationwide, with a strong local presence in key markets. We make sure that our key staff and back-up resources are available to meet contract requirements and can quickly mobilize to initiate new assignments.

Our workload consists of both fixed-scope projects and ongoing service contracts, which we manage using resource-loaded schedules, close coordination, and weekly management calls. This approach allows us to efficiently allocate resources and make sure project tasks are completed on schedule.

We regularly review our project commitments and resource allocations to make sure we have ample capacity to deliver high-quality work on time and within budget. Our depth of staff and proactive management practices make sure we can support both current and future projects without compromising service or quality. Wade Trim has conducted a thorough analysis of our proposed team's key staff and their current committed assignments to present their availability. Based on this analysis, our team's management and technical staff have the availability and readiness to perform the Engineering Design and Environmental Review Services – San Castle Grant Funded Project for the City of Boynton Beach. We understand the complexity level of this project, and our assigned Project Manager, Shari Ramirez, PE, will be fully committed to this project from day one.

EXHIBIT 6 Current/Projected/Availability Percentages

KEY TEAM MEMBER / ROLE	NUMBER OF PROJECTS HANDLED TYPICALLY AT ANY GIVEN TIME	CURRENT WORK	REMAINING LABOR COMMITMENTS	PROJECTED WORKLOAD (AVAILABILITY %) OF PROJECT MANAGEMENT ACTIVITIES EXPECTED
Shari Ramirez, PE / Project Manager/Water Mains	12	4	3	**42%**
David Mullen, PE / Design Manager	12	5	2	**42%**
Tom Brzezinski, PE / Principal-in-Charge	12	8	4	**30%**
Freddy Betancourt, PE / QA/QC and Technical Advisor	8	4	1	**38%**
Gary Prenger, PE / QA/QC and Technical Advisor	12	8	1	**30%**
Salome Montoya, PE / Utilities Pipeline Lead	8	3	1	**50%**
Jim Gunther, PE / Construction Engineering Lead	8	3	2	**38%**
AJ Gutz, PE / Stormwater Hydraulic Modeling	8	3	2	**38%**
Sam Graybill, PE / Conveyance Pipe Design	12	8	1	**25%**
Mike Demko, PE / Pump Stations	16	9	3	**25%**
Lindsey Scott, PE / Sanitary Force Main	8	3	1	**50%**
Oscar Duarte, PE / Gravity Sewer	16	10	2	**25%**
Rob Dickson / Constructability	12	4	2	**50%**
Victor Herrera, PE / QA/QC and Technical Advisor	20	9	4	**35%**
Carlos Morales, PE / Harmonization	20	7	9	**20%**
Andrew List, PE / Roadway Design	20	7	6	**35%**
Lazaro Ferrero, PE / Stormwater Drainage	20	9	6	**25%**

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Exhibit 6 on the previous page summarizes our current workload, typical number of projects handled by each of our project managers at any given time, current work, remaining labor commitments, and projected workload of project management activities. **Exhibit 7** below summarizies our key staff's availability percentages.

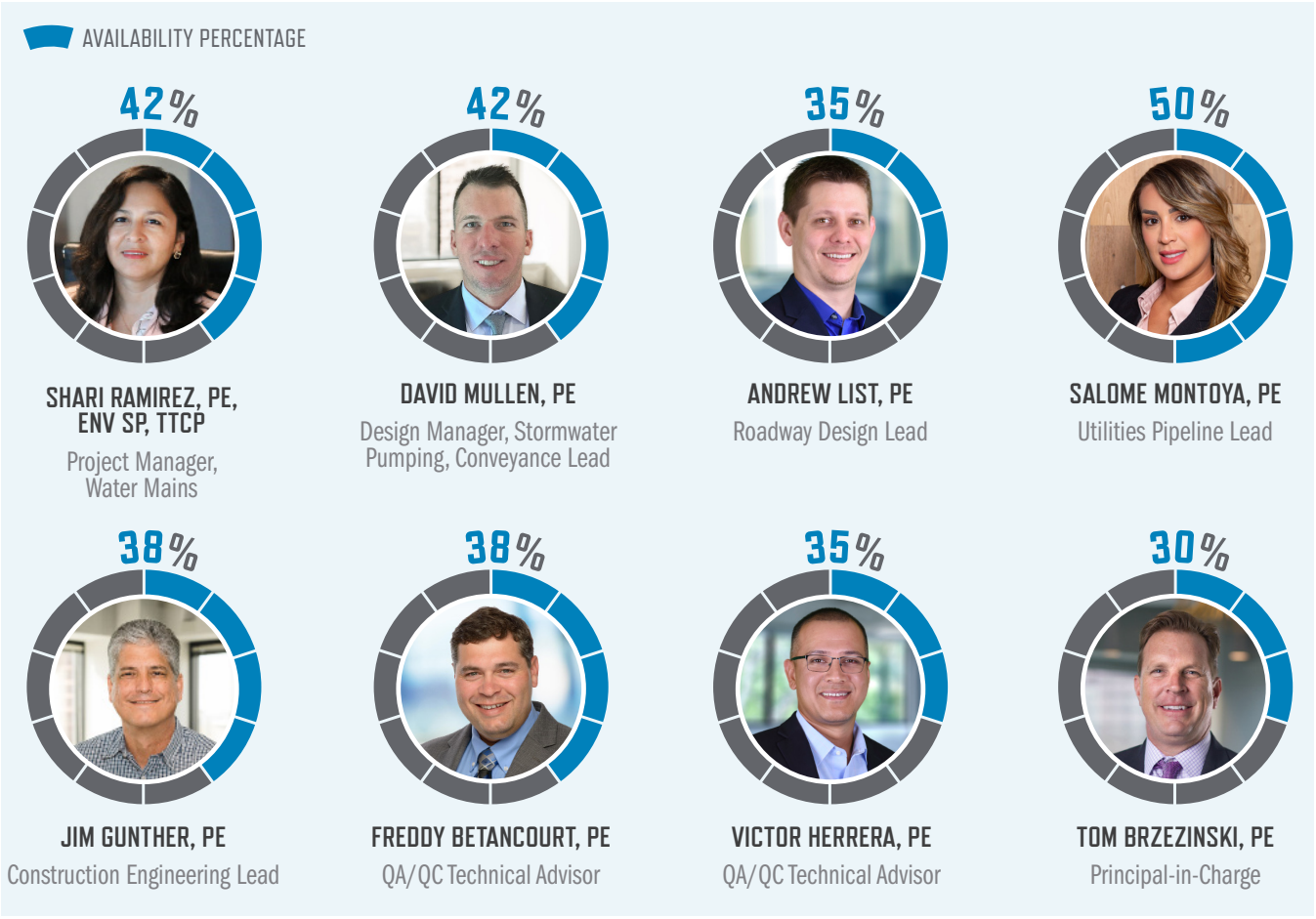

EXHIBIT 7 Key Personnel & Roles and Their Respective Availability Percentages

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SECTION 9
REFERENCES

REFERENCES

The projects presented on **Table 5** were selected for their similarity in size, scope, and complexity, and were completed within the past 10 years. The same team members who worked on these projects will also be assigned to your project. Project profiles of these projects are included in the following pages.

TABLE 5. Project References

PROJECT NAME	DELIVERY METHOD	COST	DATE OF PERFORMANCE	NEW STORMWATER CONVEYANCE SYSTEM	STORMWATER PUMP STATION	FORCE MAINS	ROAD RESTO-RATION
FGUA: American Beach Water and Sewer Improvements	DBB	$9M (construction)	2020-2024			●	●
Brevard County: SOIRL Septic to Sewer (Zones N, M, T)	DBB	$32.9M (construction)	2020-2026			●	●
City of Miami Beach: Sunset Harbour Neighborhood Improvements	DB	$26M (construction)	2014-2022	●	●		●
North Bay Village Stormwater Design Management Support	DBB	$944,431 (design), but helping the Village manage their $60M Storm-water Bond Program	2019-Ongoing	●	●	●	●

41st St. Water Main Replacement
2024 Project of the Year Award



What our clients are saying about us...

"I, Adrian Reid, Project Manager for Quality Enterprises USA, Inc. (QE) hereby confirm the 41st Street Water Main Replacement Project was substantially completed 2 months ahead of schedule with the goal on meeting the deadline requested by FDOT for the critical 41st St Bridge Rehabilitation project to take place."

ADRIAN REID, PROJECT MANAGER, QE QUALITY ENTERPRISES (CONTRACTOR)

"It is my privilege to write this letter in strong support of the City of Miami Beach's nomination for the American Public Works Association (APWA) South Florida Chapter Award for the 41st Street Water Main Replacement Project. As Mayor of the City of Miami Beach and a neighbor who lives just across the street from this project, I have personally witnessed its significant impact on our community. This initiative has strengthened our water infrastructure, ensuring long-term sustainability and reliability while exemplifying innovation, environmental protection, and public safety."

STEVEN MEINER, MAYOR, CITY OF MIAMI BEACH

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FGUA

American Beach Water and Sewer Improvements

Safe and reliable water and sanitary sewer systems are being constructed for the small community of American Beach on Amelia Island.

After more than two decades of effort, potable water and centralized sewer are serving American Beach, a historic African-American coastal community on Amelia Island in Nassau County, FL. An infrastructure renewal project was led by the Florida Governmental Utility Authority (FGUA) through an interlocal agreement with the County. Private wells and septic tanks serving residential and commercial properties were replaced to provide a safe and reliable water and sanitary sewer system and fire protection, improve community health and welfare, and promote economic growth in the area.

To minimize financial impacts on this low-income community, Wade Trim assisted FGUA in obtaining State Revolving Fund (SRF) loans from the Florida Department of Environmental Protection (FDEP). Initial efforts included conducting a preliminary environmental assessment, determining existing and future land use, developing future flow rates and peaking factors, preparing conceptual alignments and a route study to co-locate two pipelines through the corridor, and supporting many public presentations to residents and County officials. **Due to limited availability of funding in 2021, the project was designed and permitted in 3.5 months to help FGUA obtain two SRF loans totaling $8.6 million for construction, which included partial principal forgiveness.** The entire project was completed at no cost to residents.

Relevance to this project

- Water Mains / Sanitary Sewer Design
- Stormwater Hydraulic Modeling
- Roadway Restoration
- SRF Loans
- Permitting

CLIENT

FGUA

CLIENT CONTACT

Teresa Irby-Butler, P.E., CGC, ENV SP
Capital Project Manager
407-629-6900 x 106 office
Tirbybutler@govmserv.com

FIRM NAME | ROLE

Wade Trim / Prime

YEAR COMPLETED

2022 (design) / 2025 (construction)

SAVINGS ACHIEVED

On budget

TOTAL AMOUNT OF APPROVED CHANGE ORDERS

0

PRESENT STATUS OF THE PROJECT

Complete

The design includes 18,480 LF of potable water mains and fire flow ranging from 2- to 6-inches, 16,312 LF of 8-inch gravity sewer, 2,186 LF of 4-inch force main, and two new wastewater pumping stations that can handle 79,250 gallons per day. A total of 311 water and sanitary sewer connections were incorporated in the design. Wade Trim assisted in property acquisition efforts to locate the new utilities. Ultimately, 233 residents transitioned from septic systems to centralized gravity sewer, Complete resurfacing of all roadways in the American Beach community was also completed.



Brevard County

SOIRL Septic to Sewer (Zones N, M, T)

Wade Trim designed and permitted a vacuum collection system for approximately 85 residential homes. It included the design of vacuum mains, a vacuum pump station, and a force main to connect it to the County's existing WW conveyance system.

The Indian River Lagoon is a unique and diverse ecosystem spanning Brevard County and four other adjacent counties, providing economic and environmental benefits to local residents and businesses. However, failing septic systems have led to declining water quality, prompting Brevard County and the Save Our Indian River Lagoon (SOIRL) Initiative to identify targeted septic system "Zones" for conversion to centralized sanitary sewer systems.

Wade Trim was engaged to develop a master plan for phasing 10 zones over the program schedule while ensuring adherence to the County's funding constraints. As part of this effort, Wade Trim worked closely with County officials to prioritize zones, determine the appropriate collection system technologies, and phase implementation for cost efficiency and environmental impact reduction.

Following the master plan, Wade Trim initiated the design of the 10 identified zones, along with three additional zones assigned under a separate contract. These designs incorporated a mix of vacuum, gravity, low-pressure, and hybrid sewer systems, depending on site conditions and County objectives. To streamline implementation, priority was given to siting vacuum pump stations (VPS) on County-owned properties, while Wade Trim provided land acquisition assistance when additional property was required. To optimize cost efficiency and attract competitive bids, smaller projects were strategically bundled, grouping zones with similar collection system technologies. In certain instances, zone boundaries were adjusted during the design phase to maximize grant funding opportunities, allowing for the inclusion of additional properties that provided higher nitrogen reduction, increasing eligibility for external funding.

Relevance to this project

- Water Mains / Sanitary Sewer Design
- Stormwater Hydraulic Modeling
- Roadway Restoration

CLIENT

Brevard County

CLIENT CONTACT

Lucas Siegfried, PE
Brevard County
321.633.2089
lucas.siegfried@brevardfl.gov

FIRM NAME | ROLE

Wade Trim / Prime

YEAR COMPLETED

Design 2024, Construction 2026

SAVINGS ACHIEVED

N/A

TOTAL AMOUNT OF APPROVED CHANGE ORDERS

Design: $75,000 / Construction: $0

PRESENT STATUS OF THE PROJECT

Ongoing

25-0419



City of Miami Beach

Sunset Harbour Neighborhood Improvements

The project became the first in the City, and possibly the nation, to combat sea level rise by raising the neighborhood infrastructure.

To improve stormwater management during heavy rainfalls, the City significantly increased the design tailwater elevation for all stormwater projects. In the Sunset Harbour neighborhood, two pump stations built to convey stormwater to nearby injection wells were no longer effective. Wade Trim designed upgrades for the existing pump stations and designed a third pump station under a design-build contract. Water quality vortex structures were added to the existing pump stations, the injection wells were decommissioned, and the discharges were re-piped to upsized outfall structures. Control panels were elevated 2 feet above the flood elevation.

The new, pre-cast concrete pump station was designed to the new standards. It has a trash rack, a wet well, and pollution control structures. Two submersible pumps were provided with a capacity of 7,000 GPM each. Water quality treatment structures and a gravity bypass with Tideflex valves were incorporated into the design.

This was the first project in the City to combat sea level rise by raising the neighborhood infrastructure. The elevated roadway design created challenges where commercial building finish floor elevations remained 2 to 3 feet below the crown of the road elevation. Each property required an individual harmonization solution to maintain ADA-compliant access to the buildings.

Relevance to this project

+ Road Elevation
+ Stormwater Pump Stations
+ Water mains

CLIENT

City of Miami Beach

CLIENT CONTACT

David Gomez
305.673.7071
davidgomez@miamibeachfl.gov

FIRM NAME | ROLE

Wade Trim / Prime

YEAR COMPLETED

2024

SAVINGS ACHIEVED

N/A

TOTAL AMOUNT OF APPROVED CHANGE ORDERS

$1,433,683.91

PRESENT STATUS OF THE PROJECT

Completed

25-0419



North Bay Village, FL

North Bay Village Stormwater Design Management Support

BCC developed the Village's Stormwater Master Plan for the phased implementation of critical infrastructure improvements.

The project encompasses design management and grant support services for the Village of North Bay Village's (NBV) multi-million-dollar Stormwater Bond Program. Building on the foundation of the Village's Stormwater Master Plan—developed by BCC—this initiative focuses on the phased implementation of critical infrastructure improvements to address flooding, sea level rise, and long-term community resilience.

As the authors of the Master Plan, BCC brings in-depth knowledge of the Village's stormwater challenges and priorities. Our team manages and coordinates the release of stormwater design projects according to the Plan's prioritized infrastructure improvement list. This includes overseeing scopes of work, design schedules, permitting strategies, and multidisciplinary coordination to ensure timely and effective project delivery.

In parallel, BCC supports the Village with ongoing grant management assistance related to stormwater, planning, and construction projects. Our services include aiding in grant pursuits, ensuring compliance with funding requirements, and maintaining documentation and reporting throughout the grant lifecycle. BCC has provided continued support for the Village's participation in the Florida Resiliency Grant Program and other key state and federal funding opportunities focused on stormwater and coastal resilience.

Relevance to this project

+ Stormwater Master Plan
+ Grant Management

CLIENT

North Bay Village

CLIENT CONTACT

Frank Rollason, Village Manager,
305.756.7171, M 305.299.7300
VillageManager@nbvillage.com

FIRM NAME | ROLE

BCC / Prime

YEAR COMPLETED

Ongoing

SAVINGS ACHIEVED

N/A

TOTAL AMOUNT OF APPROVED CHANGE ORDERS

N/A

PRESENT STATUS OF THE PROJECT

This is a task work order for BCC's Continuing Services Contract. The support is ongoing

25-0419

SECTION 10
GENERAL INFORMATION AND PROCUREMENT FORMS & DOCUMENTS

GENERAL INFORMATION & FORMS

- Procurement Forms (attached)
- Exhibits A-F - Federal Grant Provision - Notarized Required (attached)
- Company, Occupational, and Individual Licenses (below)
- Exceptions to the Specifications

Company Licenses

LICENSEE DETAILS *9:42:58 AM 11/7/2024*

Licensee Information

Name:	WADE TRIM, INC. (Primary Name)
Main Address:	201 N FRANKLIN STREET SUITE 1350 TAMPA Florida 33602
County:	HILLSBOROUGH
License Mailing:	25251 NORTHLINE RD TAYLOR MI 48180
License Location:	8745 HENDERSON RD, SUITE 220 TAMPA FL 33634
County:	HILLSBOROUGH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	3952
Status:	Current
Licensure Date:	06/11/1984
Expires:	

25-0419

Wade Trim Individual Licenses



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RAMIREZ, SHARI J.
10970 SW 142 LANE
MIAMI FL 33176

LICENSE NUMBER: PE73078
EXPIRATION DATE: FEBRUARY 28, 2027
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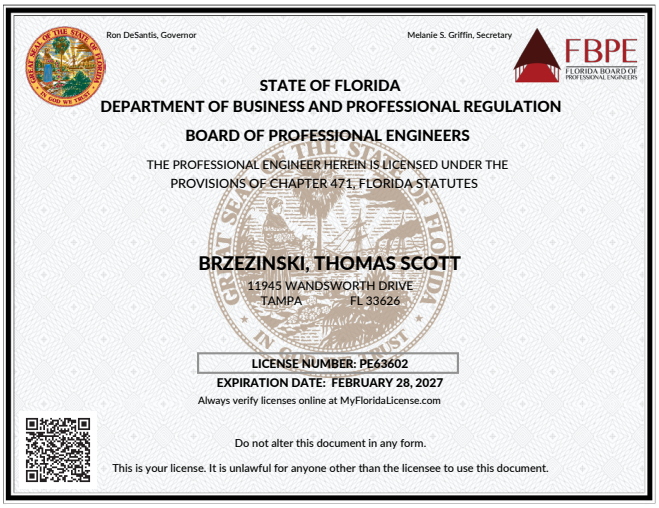

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BRZEZINSKI, THOMAS SCOTT
11945 WANDSWORTH DRIVE
TAMPA FL 33626

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MULLEN, DAVID CHRISTOPHER
42 GUMBO LIMBO AVENUE
KEY LARGO FL 33037

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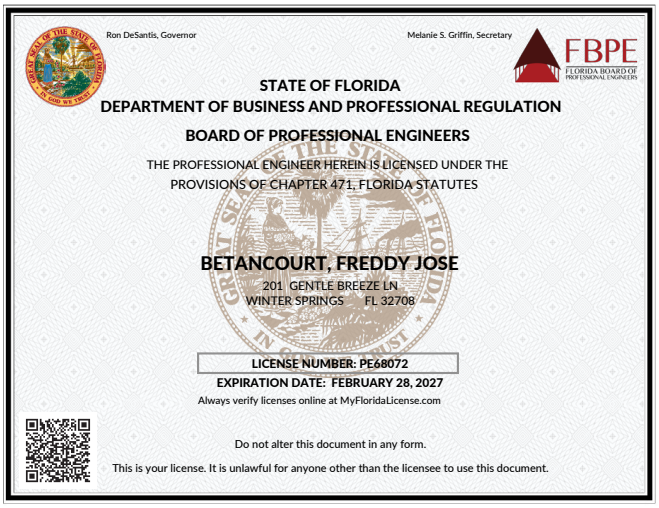

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BETANCOURT, FREDDY JOSE
201 GENTLE BREEZE LN
WINTER SPRINGS FL 32708

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GUTZ, ALFRED JOHN
111 BROOKFIELD RD
AVON LAKE OH 44012

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GRAYBILL, SAMANTHA CIMINELLO
15101 ELMCREST STREET
ODESSA FL 33556

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DEMKO, MICHAEL STEPHEN
3790 DIXIE HIGHWAY NE
SUITE D
PALM BAY FL 32905

LICENSE NUMBER: PE60454
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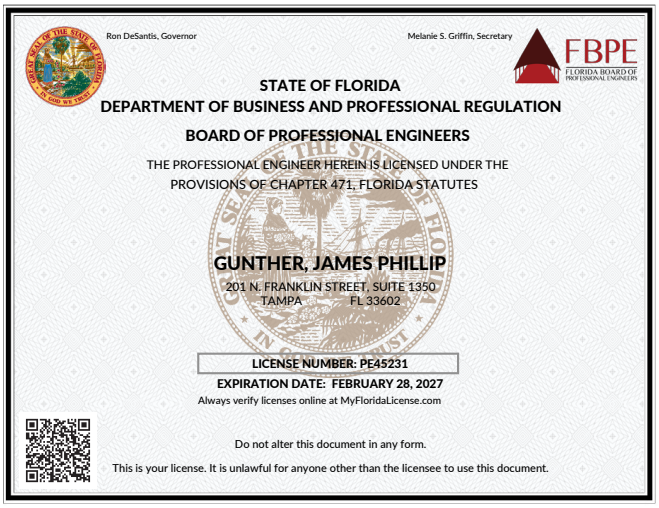

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GUNTHER, JAMES PHILLIP
201 N. FRANKLIN STREET, SUITE 1350
TAMPA FL 33602

LICENSE NUMBER: PE45231
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BOHMANN, LINDSEY MARIE
427 21ST AVE NORTH
ST. PETERSBURG FL 33704

LICENSE NUMBER: PE93130
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DUARTE, OSCAR EMILIO
3790 DIXIE HIGHWAY NE
SUITE D
PALM BAY FL 32905

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LICENSEE DETAILS

10:40:30 AM 5/21/2025

Licensee Information

Name:	**SCOTT, KYLE (Primary Name)**
Main Address:	**5745 PORT CONCORDE LANE ORLANDO Florida 32829**
County:	**ORANGE**

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**87854**
Status:	**Current,Active**
Licensure Date:	**07/31/2019**
Expires:	**02/28/2027**

LICENSEE DETAILS

10:36:40 AM 5/21/2025

Licensee Information

Name:	**PRENGER, GARY J. (Primary Name)**
Main Address:	**10313 TIPPERARY DR PLAIN CITY Ohio 43064**
County:	**OUT OF STATE**

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**78934**
Status:	**Current,Active**
Licensure Date:	**03/26/2015**
Expires:	**02/28/2027**

25-0419



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MONTOYA, SALOME
401 NW 105 ST.
MIAMI FL 33150

LICENSE NUMBER: PE95079
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VECCHIO, ANTHONY
7233 BOWSPIRIT PL
APOLLO BEACH FL 33572

LICENSE NUMBER: PE94615
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LICENSEE DETAILS

3:12:49 PM 5/21/2025

Licensee Information

Name:	**WHITE, JAMES KEVIN (Primary Name)**
Main Address:	**6420 HILLTOP LANE MAUMEE Ohio 48167**

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**71068**
Status:	**Current,Active**
Licensure Date:	**03/08/2010**
Expires:	**02/28/2027**

Special	Qualification Effective

Wade Trim Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2024

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Dr. Suite 980 McLean VA 22102	PHONE (A/C, No. Ext): 703-827-2277	FAX (A/C, No): 703-827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
WADETRI-01 Wade Trim Group, Inc., its subsidiaries & Wade Trim NY, PC 25251 Northline Road Taylor MI 48180	INSURER A : Arch Insurance Company, A+ XV	11150
	INSURER B : Continental Insurance Company A(XV)	35289
	INSURER C : Travelers Property Casualty Company of America, A+	25674
	INSURER D : Continental Casualty Company (CNA) A, XV	20443
	INSURER E : Travelers Casualty & Surety Co. of America A++, XV	31194
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1745462935 **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** CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			ZAGLB1854402	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ZACAT1849702	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7034724218	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZAWCI1837802	7/1/2024	7/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C D E	Excess Umbrella (First Layer) Prof. Liability (Incl Pollution) Excess Prof. Liability			EX-7S149981 AEH591913816 107868976	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	Occurrence/Aggregate Per Claim/Aggregate Per Claim/Aggregate	10,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation (NY) Policy #ZAWCI1837902/ Company: Arch Insurance Company / Effective: July 1, 2024 - July 1, 2025
$1,000,000 Each Accident/ $1,000,000 Disease Each Employee / $1,000,000 Policy Limit

Excess Umbrella (Second Layer) Policy #ECO (25) 67936139/ Company: The Ohio Casualty Insurance Company / Effective: July 1, 2024 - July 1, 2025
$5,000,000 Occurrence/Aggregate

CERTIFICATE HOLDER

For Proposal Purposes Only
.
. . .
United States

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

Thomas J. Bailey

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25-0419

BCC

Florida dbpr Department of Business & Professional Regulation

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- View Application Status
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- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:19:02 PM 5/11/2022

Licensee Information

Name:	**BCC ENGINEERING, LLC (Primary Name)**
Main Address:	**6401 SW 87TH AVENUE SUITE 200 MIAMI Florida 33173**
County:	**DADE**

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**7184**
Status:	**Current**
Licensure Date:	**04/28/1995**
Expires:	

LBTR Num: 2018106866
Business Name: BCC ENGINEERING LLC
Mailing Address: 6401 SW 87TH AVE STE 200 MIAMI FL 33173

Tax Type: 56-0016
Location Address: 700 N OLIVE AVE WEST PALM BEACH, FL 33401
DBA: BCC ENGINEERING LLC

Status: Active
License Cert Number: N/A
Business Start Date: 8/23/21
Owner Name: BCC ENGINEERING LLC

Last updated: 7/12/2024 12:03:14 PM

Important Notice to Business Tax Payer

Local business tax receipts expire September 30 and may be renewed on or after July 1. Delinquent business taxes are payable online. Local business tax receipts not renewed by September 30 are delinquent and subject to a delinquency penalty of ten percent for the month of October, plus an additional five percent for each month of delinquency.

Business Tax Receipt

Add Business Tax bills to the cart then select cart icon ( ) above to checkout.

Total Payable: $0.00

Business Tax - Recently Paid

Payment Info - Select to Expand Payment History for Business Tax Receipt

25-0419

State of Florida
Department of State

I certify from the records of this office that BCC ENGINEERING, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 8, 2019, effective March 15, 1994.

The document number of this limited liability company is L19000118381.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 14, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of January, 2025



Secretary of State

Tracking Number: 7801804669CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

25-0419

BCC Individual Licenses



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BOARD OF PROFESSIONAL ENGINEERS

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LIST, ANDREW JAMES
9205 SW 181 TERRACE
MIAMI FL 33157

LICENSE NUMBER: PE87190
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MENDEZ, HENDRIC
16294 SW 95TH LANE
MIAMI FL 33196

LICENSE NUMBER: PE85282
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FERRERO, LAZARO
9861 SW 2ND STREET
MIAMI FL 33174

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COORE-VICKERS, KERI-ANN CAROL
6401 SW 87TH AVE
STE 200
MIAMI FL 33173

LICENSE NUMBER: PE87383
EXPIRATION DATE: FEBRUARY 28, 2027
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

OLIVA, OSCAR
9560 SW 40 TERR
MIAMI FL 33165

LICENSE NUMBER: PE75502
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Melanie S. Griffin, Secretary
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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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VALLE, JEAN PIERRE
5255 HARBORSIDE DR
TAMPA FL 33615

LICENSE NUMBER: PE99390
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25-0419



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Melanie S. Griffin, Secretary
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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QUINTANA, DACHA
14370 SW 149TH LN
MIAMI FL 33175

LICENSE NUMBER: PE67393
EXPIRATION DATE: FEBRUARY 28, 2027
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RODRIGUEZ, JEAN PABLO
6401 SW 87TH AVENUE
200
MIAMI FL 33173

LICENSE NUMBER: PE98401
EXPIRATION DATE: FEBRUARY 28, 2027
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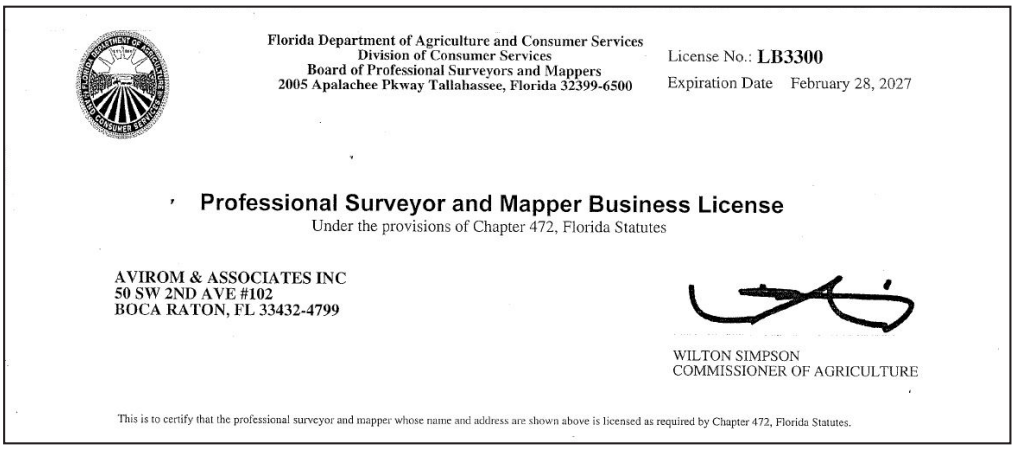
Avirom



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

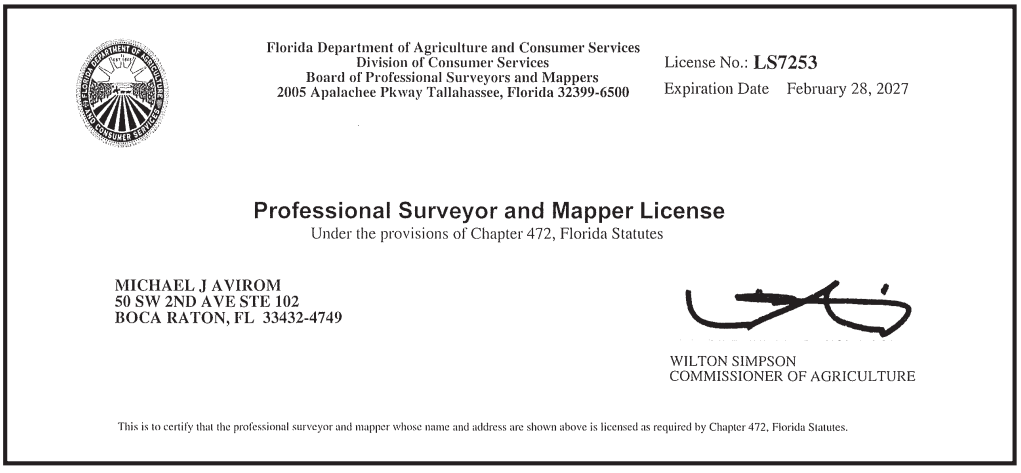
License No.: LB3300
Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

AVIROM & ASSOCIATES INC
50 SW 2ND AVE #102
BOCA RATON, FL 33432-4799

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS7253
Expiration Date February 28, 2027

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

MICHAEL J AVIROM
50 SW 2ND AVE STE 102
BOCA RATON, FL 33432-4749

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

25-0419

EDA

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *4:50:42 PM 3/11/2025*

Licensee Information

Name:	ELECTRICAL DESIGN ASSOCIATES, INC. (Primary Name)
Main Address:	7284 WEST PALMETTO PARK ROAD SUITE 302-S BOCA RATON Florida 33433
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	8079
Status:	Current
Licensure Date:	11/23/1998
Expires:	

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DONALDSON, DAMEION
9295 SOLSTICE CIRCLE
PARKLAND FL 33076

LICENSE NUMBER: PE70851
EXPIRATION DATE: FEBRUARY 28, 2027
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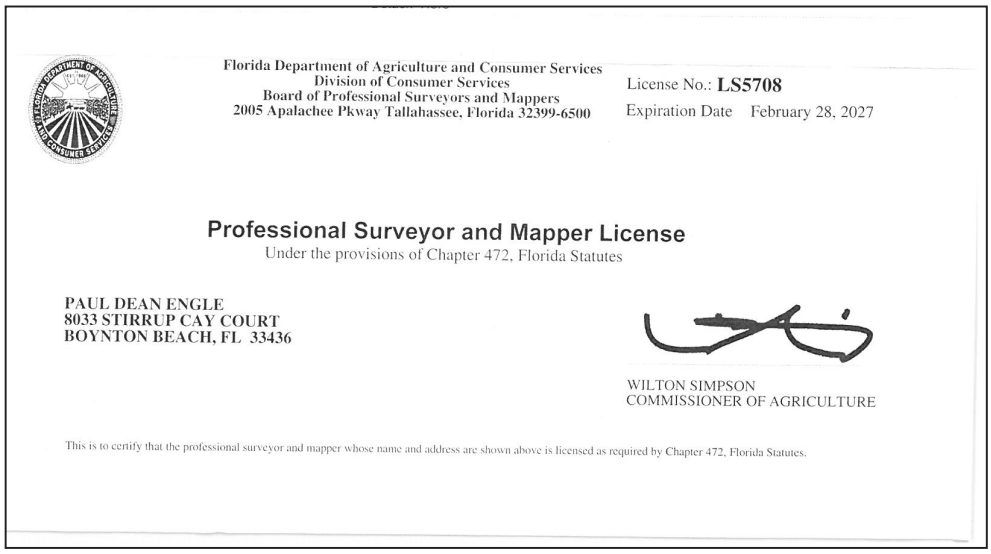
Inframap



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS5708
Expiration Date February 28, 2027

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

PAUL DEAN ENGLE
8033 STIRRUP CAY COURT
BOYNTON BEACH, FL 33436

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

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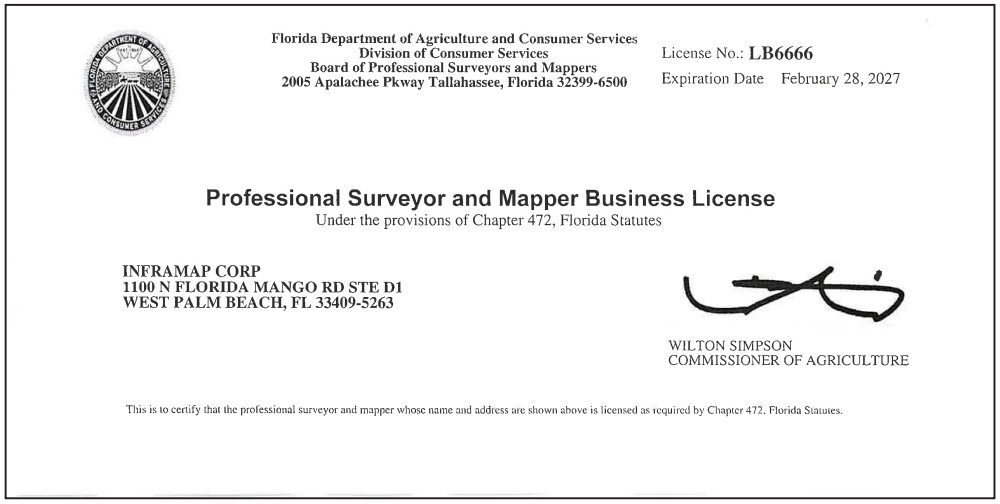

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB6666
Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

INFRAMAP CORP
1100 N FLORIDA MANGO RD STE D1
WEST PALM BEACH, FL 33409-5263

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

McFarland Johnson

STATE OF FLORIDA ENGINEERING LICENSE FOR MCFARLAND JOHNSON

Licensee

Name:	**MCFARLAND-JOHNSON,INC.**	License Number:	**33800**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**01/07/2020**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
100454	Current, Active	KENDRICK, THOMAS TRUCSTON	Registry		Professional Engineer	02/28/2027

South Florida Engineering Services

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CUTLER, AARON ISRAEL

SOUTH FLORIDA ENGINEERING SERVICES INC.
1224 HAYWAGON TRAIL
LOXAHATCHEE FL 33470

LICENSE NUMBER: CGC1520812
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/23/2024

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25-0419

Terracon



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NULKAR, RUTUGANDHA H.
3347 NW 55TH STREET
FORT LAUDERDALE FL 33309

LICENSE NUMBER: PE70625
EXPIRATION DATE: FEBRUARY 28, 2027
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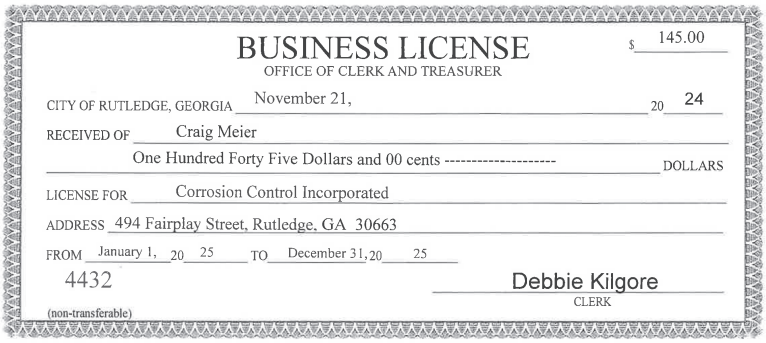
Corrosion Control, Inc.



BUSINESS LICENSE
OFFICE OF CLERK AND TREASURER

$ 145.00

CITY OF RUTLEDGE, GEORGIA November 21, 20 24

RECEIVED OF Craig Meier

One Hundred Forty Five Dollars and 00 cents ---------- DOLLARS

LICENSE FOR Corrosion Control Incorporated

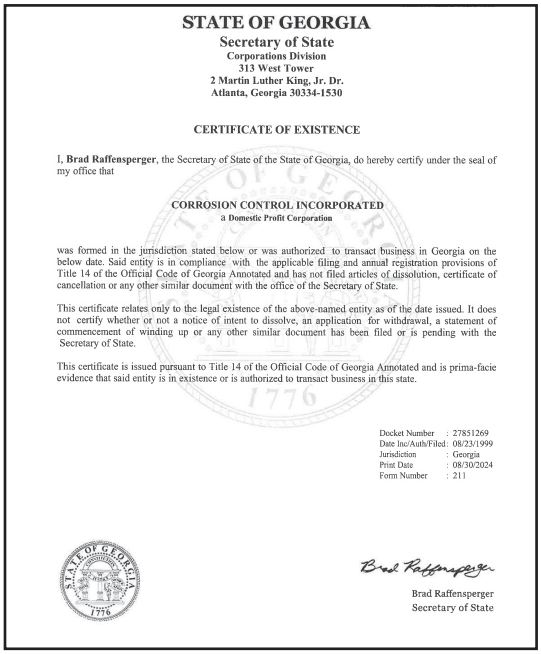
ADDRESS 494 Fairplay Street, Rutledge, GA 30663

FROM January 1, 20 25 TO December 31, 20 25

4432

Debbie Kilgore
CLERK

(non-transferable)



STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

CORROSION CONTROL INCORPORATED
a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	: 27851269
Date Inc/Auth/Filed	: 08/23/1999
Jurisdiction	: Georgia
Print Date	: 08/30/2024
Form Number	: 211

Brad Raffensperger
Secretary of State

25-0419

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[a] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[a] a. offer/application b. initial award c. post-award	[a] a. initial filing b. material change **For material change only:** Year _____ Quarter _____ Date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
[X] Prime [ ] Subawardee Tier_____, if known: Wade Trim, Inc. (Florida) One Tampa City Center 201 N Franklin St, Ste 1305 Tampa, FL 33602 Congressional District, *if known:*_____	Congressional District, *if known:*_____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:* _____
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and Addres of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*

11. Information required through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature : Thomas J. Brzezinski
Print Name: Thomas Brzezinski
Title: Executive Vice President
Telephone No.: 813-855-1615 **Date:** 5/19/2025

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Standard Form LLL (Rev. 7-97)

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Hillsborough)

_____, being first duly sworn, deposes and says that:

1) He/She is Executive Vice President of Wade Trim, Inc. (Florida), the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached BID:

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

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, integrator 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, integrator 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 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 bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
N/A	
N/A	

Witnesses:

Typed name: Angela D. Watson

Typed name: Allyson Quinn

BIDDER:

Signed: Thomas Brzezinski

Name: Thomas Brzezinski

Title: Executive Vice President

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025 by Thomas Brzezinski, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 19th day of May, 2025

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

Katherine Kirby
Notary Public (Signature)

My Commission Expires: April 7, 2026

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

I, Thomas Brzezinski, on behalf of Wade Trim, Inc. (Florida) certify

Print Name and Title — Company Name

that Wade Trim, Inc. (Florida) 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.

Wade Trim, Inc. (Florida)
COMPANY NAME

SIGNATURE

Thomas Brzezinski
PRINT NAME

Executive Vice President
TITLE

5/19/2025
DATE

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025 by Thomas Brzezinski, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 19th day of May, 2025

Notary Public (Signature) - Katherine Kirby

April 7, 2026
My Commission Expires:

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: May 19, 2025

Signed: Thomas J. Brzezinski

Entity: Wade Trim, Inc. (Florida)

Name: Thomas Brzezinski

Title: Executive Vice President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2026, by Executive Vice President, as Executive Vice President for WadeTrim, INC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Katherine Kirby

State of Florida at Large (Seal)

Print Name: Katherine Kirby

My commission expires: April 7, 2026

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: May 19, 2025

Signed: Thomas S. Brzezinski

Entity: Wade Trim, Inc. (Florida)

Name: Thomas Brzezinski

Title: Executive Vice President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Katherine Kirby

State of Florida at Large (Seal)

Print Name: Katherine Kirby

My commission expires: April 7, 2026

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

State of Florida
Department of State

I certify from the records of this office that WADE TRIM, INC. is a corporation organized under the laws of the State of Florida, filed on May 31, 1984, effective June 1, 1984.

The document number of this corporation is H05938.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 1, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of February, 2025

Secretary of State

Tracking Number: 1836955604CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2024

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

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

PRODUCER Ames & Gough 8300 Greensboro Dr. Suite 980 McLean VA 22102	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 703-827-2277 **FAX (A/C, No):** 703-827-2279 **E-MAIL ADDRESS:** admin@amesgough.com
INSURED WADETRI-01 Wade Trim Group, Inc., its subsidiaries & Wade Trim NY, PC 25251 Northline Road Taylor MI 48180	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Arch Insurance Company, A+ XV — 11150 **INSURER B :** Continental Insurance Company A(XV) — 35289 **INSURER C :** Travelers Property Casualty Company of America, A+ — 25674 **INSURER D :** Continental Casualty Company (CNA) A, XV — 20443 **INSURER E :** Travelers Casualty & Surety Co. of America A++, XV — 31194 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1745462935 **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** CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			ZAGLB1854402	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ZACAT1849702	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7034724218	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZAWCI1837802	7/1/2024	7/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C D E	Excess Umbrella (First Layer) Prof. Liability (Incl Pollution) Excess Prof. Liability			EX-7S149981 AEH591913816 107868976	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	Occurrence/Aggregate Per Claim/Aggregate Per Claim/Aggregate	10,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation (NY) Policy #ZAWCI1837902/ Company: Arch Insurance Company / Effective: July 1, 2024 - July 1, 2025
$1,000,000 Each Accident/ $1,000,000 Disease Each Employee / $1,000,000 Policy Limit

Excess Umbrella (Second Layer) Policy #ECO (25) 67936139/ Company: The Ohio Casualty Insurance Company / Effective: July 1, 2024 - July 1, 2025
$5,000,000 Occurrence/Aggregate

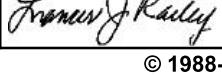
CERTIFICATE HOLDER

For Proposal Purposes Only
.
. . .
United States

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Wade Trim Inc

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

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

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

500 Griswold Street, Suite 2500

Requester's name and address (optional)

6 City, state, and ZIP code

Detroit, MI 48226

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

5	9	–	2	4	1	7	1	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Kristen R. Ricotte | **Date ▶** 1/10/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

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, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: Thomas J. Brz
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, who is personally known to me or who has produced _____ as identification.
Sworn and subscribed before me

this _____ _____

Printed Information:

Thomas Brzezinski
NAME

Executive Vice President
TITLE

Katherine Kirby
NOTARY PUBLIC, State of Florida at Large

Wade Trim, Inc. (Florida)
COMPANY

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

PUBLIC ENTITY CRIMES

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989 require that no public entity shall enter into a contract, award of bid, or transact business in excess of $10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with PWE25-009 – ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTILLE – CDBG-MIT GRANT FUNDED
   (Solicitation Number and Name)

2. This sworn statement is submitted by Wade Trim, Inc. (Florida) whose business address is One Tampa City Center 201 N Franklin St, Ste 1305 Tampa, FL 33602

   and (if applicable) it's Federal Employer Identification No. (FEIN) is 59-2417170 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

3. My name is Thomas Brzezinski and my relationship to the entity named above is Executive Vice President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity of with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted or conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a). Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which one of the two statements applies.)**

◉ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

○ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which of the three additional statement applies below.)**

○ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the Final Order)

○ The person of affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate form the convicted vendor list.
(Please attach a copy of the Final Order)

○ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services)

PUBLIC ENTITY CRIMES

Thomas S. Brz

Signature

5/19/2025

Date

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me via

☑ *physical presence OR* ○ *online notarization*

This 19th *day of* May, *2025*.

By Thomas Brzezinski

Personally known ☑ *OR produced identification* ○

Type of identification produced _____

Katherine Kirby - Katherine Kirby

NOTARY NAME HERE, Notary Public

My Commission Expires April 7, 2026

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

EXHIBIT "A" - STATEMENT OF COMPLIANCE - TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER-INCOME PERSONS

A. The project assisted under this (ITB) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 70U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the City of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its Contractors and sub-Contractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135.

Name of Contractor: Wade Trim, Inc. (Florida)

Title of ITB or Spec: Engineering Design and Environmental Review Services – San Castle - CDBG-MIT Grant Funded

Spec # or ITB # or Purchase Order Bid No: PWE25-009

Will you hire new employees as a result of this contract? Yes [ ] No [x]

Contractor: Thomas Brzezinski

Contractor's Signature and Title Date: Executive Vice President | 5/19/2025

EXHIBIT "B" - CERTIFICATION FOR COMPLIANCE WITH CITY, COUNTY, STATE, FEDERAL LAWS, AND REGULATIONS

I, agree to comply with all City, County, State, and Federal laws and regulations, including, but not limited to the following:

CONFLICTS OF INTEREST

Contractor covenants that no person who presently exercises any functions or responsibility on behalf of the City of Boynton Beach in connection with this agreement has any personal financial interests, direct or indirect, with the Contractor. Contractor further covenants that, in the performance of any contract, no person having such conflicting interest, shall be employed by the Contractor. Any conflict of interest attributable to the Contractor or its employees must be disclosed in writing to the City of Boynton Beach upon discovery.

Contractor is aware of the conflict-of-interest laws of the State of Florida, particularly Chapter 112, Part III, Florida Statutes; and the United States Department of Housing and Urban Development, particularly, 24 CFR Part 570 § 570.611, and agrees to comply with all respects to those provisions fully.

EQUAL OPPORTUNITY

During the performance of this RFQ, the successful Contractor and its sub-Contractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its sub-Contractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its sub-Contractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all sub-Contractors, if any, will be made aware of and will comply with this nondiscrimination clause.
In the event local laws or ordinances governing equal opportunity apply as well, Contractor agrees to comply.

DEBARMENT/SUSPENSION

The Contractor certifies, by submission of this certification, that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

ZONING CODES AND BUILDING CODES

Contractor must comply with the City of Boynton Beach Zoning and Building Codes, the Florida Building Code, local building codes, and other standards established by the City of Boynton Beach, as deemed necessary by such agency.

Signature: _____

Print Name: Thomas Brzezinski

Date: 5/19/2025

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Katherine Kirby

My commission expires: April 7, 2026

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

EXHIBIT "C" – STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

Through this agreement, the CDBG funds available to the Subrecipient constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. All provisions apply to the awarded Contractor and any sub-contractors.

The contractor agrees to abide by and enforce all provisions outlined in the solicitation and grant agreement to the Contractor and any sub-contractors.

This agreement includes terms and conditions of DEO's Federal award that are imposed on the subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all the obligations described in this Agreement.

Signature: Thomas J. Brz
Print Name: Thomas Brzezinski
Date: 5/19/2025

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Katherine Kirby
Print Name: Katherine Kirby

State of Florida at Large (Seal)

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

My commission expires: April 7, 2026

EXHIBIT "D" – BUILD AMERICA, BUY AMERICA ACT (BABA) - INFRASTRUCTURE PROJECTS WITH FEDERAL FUNDED

This provision does not apply where a valid waiver is in place. However, it may apply to funds expended before the waiver or after its expiration.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.
d. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Signature: Thomas J. Brzezinski
Print Name: Thomas Brzezinski
Date: 5/19/2025
STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Katherine Kirby
Print Name: Katherine Kirby

State of Florida at Large (Seal)

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

My commission expires: April 7, 2026

EXHIBIT "E" - MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

Per the requirements of 2 CFR Part 200 §200.321, the City of Boynton Beach encourages the active participation of minority businesses, women's business enterprises, and labor surplus areas firms as a part of any subsequent agreement whenever possible, either as prime contractors or subcontractors. If subcontracts are to be let, through a prime Contractor, that Contractor is required to take the affirmative steps listed in items (1) through (6) below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. The City shall require the prime contractor, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

Through the submittal of this solicitation, CONTRACTOR confirms and affirms that CONTRACTOR have performed, to the best of their ability, all outreach to small/minority/women-owned businesses for sub-contracts outlined above:

Signature: _____
Print Name: Thomas Brzezinski
Date: 5/19/2025

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Katherine Kirby

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

My commission expires: April 7, 2026

EXHIBIT "F" – DAVIS BACON WAGES

This project is federally funded by CDBG and Davis bacon wages shall be applied to this project. Contractor agrees to abide by any Davis bacon wage table regarding this project.

DAVIS-BACON ACT (WHEN CONSTRUCTION AGREEMENT/CONTRACT VALUE IS GREATER THAN $2,000):

A. All transactions regarding the agreement/contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and §§ 3146-3148 and the requirements of 29 C.F.R. pt. 5, as may be applicable.
B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
C. Additionally, Contractor are required to pay wages not less than once a week.

Through the completion of this exhibit, Contractor affirms that they will complete this project in accordance with all wages outlined in the applicable Davis bacon wage table.

Signature: _____

Print Name: Thomas Brzezinski

Date: 5/19/2025

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Katherine Kirby

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

My commission expires: April 7, 2026

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:
Name: Thomas Brzezinski
Address: 3790 Dixie Highway NE, Suite D
CITY, State, Zip: Palm Bay, FL 32905
Telephone No.: 813-855-1615
Fax No.: _____
Email Address.: tbrzezinski@wadetrim.com

Check One	
Corporation	x
Partnership	
Individual	
Other	

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:
   Wade Trim, Inc. (Florida)

   The address of the principal place of business is:
   One Tampa City Center, 201 N Franklin St, Ste 1350
   Tampa, FL 33602

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 6/1/2025
   b. State of Incorporation: Florida
   c. President's name: Andrew McCune
   d. Vice President's name: Timothy O'Rourke and David DiPietro
   e. Secretary's name: Ralph Picano
   f. Treasurer's name: Ralph Picano
   g. Name and address of Resident Agent: Thomas Brzezinski One Tampa City Center 201 N Franklin St, Ste 1350 Tampa, FL 33602

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:

_____

_____

_____

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?
41

Under what other former names has your organization operated?

Edwin Orr Engineering

_____

_____

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

H05938 (attached at the end of this form)

_____

_____

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [ ] NO [x]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

No

_____

_____

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

See SF 330, Section E, starting on Page 4

_____

_____

11. State the name of the individual who will have personal supervision of the work:

Shari Ramirez, PE

12. State the name and address of the attorney, if any, for the business of the Proposer:
    Jen Chilson
    25251 Northline Road
    Taylor, MI 48180

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:
    Andrew McCune: 8.86% | 500 Griswold Street, Ste 2500, Detroit, MI 48226
    Thomas Brzezinski: 8.25% | 201 N. Franklin Street, Ste 1350, Tampa, FL 33602

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:
    Please see attached sheet

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:
    N/A

16. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	10
	Total Work (a +b):	< $50 million

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

17. Bank References:

Bank **Address** **Telephone**

Rodney Clark, Comerica Bank | 411 W Lafayette Blvd, Detroit, MI 48226 | 313.222.9262

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Please see Section 5, bullet 1

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Please see Section 4, bullet 2

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES [ ] NO [x]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Wade Trim Group, Inc. is the parent organization

22. What will be your turnaround time for written responses to City inquiries?

Our Project Manager is committed to be responsive and will provide an answer within 24 hours, complete responses may take 1 to 2 weeks depending on the request.

23. 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.

None.

24. 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 in which the dispute arose, and a description of the subject matter of the dispute.

None.

25. 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.

N/A

26. 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.

N/A

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the 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) _____
Thomas Brzezinski

(Title) Executive Vice President

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025 by Thomas Brzezinski, as Executive Vice President of WadeTrim, INC. who is personally known to me or who has produced _____ as identification.

Katherine Kirby - Katherine Kirby
Notary Public (Signature)

My Commission Expires: April 7, 2026

State of Florida
Department of State

I certify from the records of this office that WADE TRIM, INC. is a corporation organized under the laws of the State of Florida, filed on May 31, 1984, effective June 1, 1984.

The document number of this corporation is H05938.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 1, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of February, 2025

Secretary of State

Tracking Number: 1836955604CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Wade Trim Group, Inc.
500 Griswold Street, Ste 2500
Detroit, MI 48226

Wade Trim Group, Inc. wholly owned subsidiaries:

Wade Trim Associates
500 Griswold Street, Ste 2500
Detroit, MI 48226

Wade Trim EPC, LLC
500 Griswold Street, Ste 2500
Detroit, MI 48226

Wade Trim Inc. (FL)
One Tampa City Center
201 N. Franklin Street, Ste 1350
Tampa, FL 33602

Wade Trim, Inc. (Michigan)
1403 S. Valley Center Drive
Bay City, MI 48706

Wade Trim, Inc. (Ohio)
1621 Euclid Avenue, Ste 900
Cleveland, OH 44115

Wade Trim Operations Services
25251 Northline Road
Taylor, MI 48180

Wade Trim NY PC
1410 Broadway, Ste 304
New York, NY 10018

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Engineering Design and Environmental Review Services – San Castle - CDBG-MIT Grant Funded

Solicitation No.: PWE25-009

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 vendor 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.
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:	Wade Trim, Inc. (Florida)
Authorized Signature:	Thomas S. Brzezinski
Print Name:	Thomas Brzezinski
Title	Executive Vice President
Date:	5/19/2025
Phone:	813-855-1615

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025 by Thomas Brzezinski on behalf of _____. He/she is personally known to me or has produced _____ as identification.

Katherine Kirby
NOTARY PUBLIC
Katherine Kirby
(Name of Notary Typed, Printed or Stamped)

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

Executive Vice President
Title or Rank

Serial number, if any

EXCEPTIONS TO THE SPECIFICATIONS

Wade Trim respectfully requests consideration of the exceptions outlined below, in addition to the opportunity to negotiate the final terms and conditions of the agreement, if awarded.

PAGE 30 OF RFQ, STANDARD GENERAL TERMS AND PROVISIONS:

- Section 5.31:
  Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Offeror pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required. Offeror shall not be responsible for and is hereby released for City's use of: (i) incomplete information, materials and documents, and (ii) information, materials and documents for anything other than the intended use for the Project.

PAGE 35 OF RFQ, SECTION VI – SPECIAL CONDITIONS:

- Section 6.2, Performance during Emergency:
  The Consultant agrees ~~and promises~~ that, to the extent the services are reasonably applicable, immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, the City shall be given "first priority" for all goods and/or services under the agreement/contract.

  The Consultant agrees to provide all goods and/or services, to the extent reasonably applicable, to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms~~,~~ and conditions~~, and prices~~ as provided in ~~this solicitation~~ the agreement/contract on a "first priority" basis.

  ~~The Consultant shall furnish a 24-hour phone number to the City. Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of agreement/contract and subject the Consultant to sanctions from doing further business with the City.~~

- Section 6.4, Indemnification:
  The CONSULTANT shall indemnify and hold harmless CITY and its ~~current, past, and future~~ officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by ~~the negligence, recklessness, or intentionally wrongful conduct~~ a negligent act, error or omission of CONSULTANT or other persons employed or utilized by CONSULTANT in the performance of this Agreement. 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.

  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.

  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.

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 AGREEMENT.

- Section 6.5(C), Change Order:
  The Contract Price and/or Time may only be changed by a Change Order. **A fully executed change order for any extra work must exist before such extra work is begun.** Consultant shall not be obligated to perform any additional work unless a change order is duly executed. Notwithstanding anything to the contrary herein, to the extent Consultant performs additional work in response to a request and/or other influence by the City prior to the execution of a change order, Consultant shall provide written notice and documentation of any such additional work, including an estimate of cost, schedule implications, and a detailed description of such work. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

- Section 6.7(A), Default and Termination for Cause:
  The City may, by written notice of default to the Consultant, terminate the agreement/contract in whole or in part if the Consultant fails to satisfactorily perform any provisions of this agreement/contract, or fails to make progress so as to endanger performance under the terms and conditions of this agreement/contract, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the agreement/contract in whole or in part because of default of the Consultant, the City may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action.

  If it is determined that the Consultant was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Consultant), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

  Consultant may, by written notice of default to the City, terminate the agreement/contract in whole or in part if the City materially defaults under the agreement/contract, including, but not limited to, non-payment of Consultant's invoices.

- Section 6.7(B), Termination for Convenience of City:
  Whenever the interests of the City so require, terminate the agreement/contract, in whole or in part, for the convenience of the City. Purchasing shall give ~~fourteen (14)~~ thirty (30) business days prior written notice of termination to the Consultant, specifying the portions of the agreement/contract to be terminated and when the termination is to become effective. If only portions of the agreement/contract are terminated, the Consultant has the right to withdraw, without adverse action, from the entire agreement/contract.

  Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subcontracts related to the terminated work.

  ~~Consultant shall indemnify the City against loss pertaining to this termination.~~

- Section 6.8, Performance of Consultant:
  The Offeror shall be fully responsible for performing all the work necessary to meet City standards ~~in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work~~ with the degree of skill and care ordinarily used by members of their profession practicing under similar circumstances at the same time and in the same locality, and complying with all federal and state laws and all ordinances and codes of the City ~~relating to such work~~ as applicable to Consultant's work under the Contract. Consultant makes no warranties, express or implied, under the Contract or otherwise, in connection with Consultant's services.

  Failure on the part of the submitting Firm to comply with the conditions, terms, specifications, and requirements of the RFQ shall be cause for cancellation of the RFQ award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting.

  The City may, by written notice to the Responding Firm, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

- Section 6.12, Inspection and Acceptance of Work Produced:
  The City has the right to review, require correction, if necessary, and accept the work produced by the Consultant. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Consultant. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Consultant.

  The Consultant shall make any required corrections ~~promptly~~, provided, however, the work has been proven to be in violation of the requirements of the contract, at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

  Failure by the Consultant to proceed with reasonable promptness to make necessary corrections shall be a default. If the Consultant's submission of corrected work remains unacceptable and in violation of the agreed upon services under the contract, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

APPENDIX A, DRAFT – CONTRACT AGREEMENT PROFESSIONAL SERVICES TERM CONTRACT (CONSULTANT)

- Section 2.2:
  CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, and all services performed under this Agreement shall be performed ~~in a professional manner~~ with the degree of skill and care ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same and time and in the same locality.

- Section 2.4:
  CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY, provided, however, the deficient services have been proven to be in violation of the requirements under the Agreement.

- Section 2.7:
  CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY, which shall not be unreasonably withheld. CONSULTANT shall comply with the applicable provisions of the City of BOYNTON BEACH Code of Ordinances and shall require that all sub-consultants comply with the applicable provisions of the City of BOYNTON BEACH Code of Ordinances, as is applicable to CONSULTANT and sub-consultant's services under the Agreement.

- Section 3.4, Financial Consequences for Nonperformance:
  The City reserves the right to withhold payment for disputed portions of the work where ~~when~~ the Consultant has failed to perform/comply with the provisions of this agreement. For each task deliverable not received by the City at one hundred percent (100%) completion and by the specified due date listed in the Grant Funding Agreement's most recent Project Timeline as the City will reduce the relevant Task compensation Amount(s) paid to the Consultant in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the City in a timely manner.

- Section 3.5~~, Time is of the Essence for this Agreement~~: CONSULTANT shall perform the services as expeditiously as is consistent with professional skill and care, and the orderly progress of the project. Notwithstanding anything to the contrary herein, CONSULTANT shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results for any cause beyond its reasonable control and without its negligence. ~~In the event, the CONTRACTOR shall fail to timely commence the services herein required following the Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in this Agreement after due allowance for any extension or extensions of time, the CITY may immediately terminate this Agreement as set forth below.~~

- Section 3.6, Post Contractual Obligations:
  ~~In the event that the term of this agreement expires, the CONSULTANT agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract or amendment for services~~. Intentionally omitted.

- Section 3.10:
  In the event of termination for cause or convenience, all finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately. CONSULTANT shall not be responsible for and is hereby released for CITY's use of any such unfinished documents, data, studies, plans, surveys, and reports, including the CITY's use for anything other than the intended use for the Project.

- Section 5.2:
  CONSULTANT shall continue to render services while seeking a change order unless such services have not been authorized herein, by written amendment, or change order. Services to be performed while a seeking change order which have not been described herein or in a separate written amendment or change order shall be performed at the CONSULTANT'S own risk. In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written amendment or change order.

  Notwithstanding anything to the contrary herein, to the extent Consultant performs additional work in response to a request and/or other influence by the City prior to the execution of a change order, Consultant shall provide written notice and documentation of any such additional work, including an estimate of cost, schedule implications, and a detailed description of such work, which shall be considered in the resulting change order.

- Section 6.1:
  The Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the

extent caused by ~~the negligence, recklessness, or intentionally wrongful conduct of the design professional~~ a negligent act, error, or omission of CONSULTANT and other persons employed or utilized by ~~the design professional~~ CONSULTANT in the performance of the contract. ~~The CONSULTANT 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.~~

- Section 7.2:
  CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any sub-consultant to commence work on any subcontract until all similar such insurance required of the sub-consultant has been obtained and similarly approved, the approval of any insurance which shall not be unreasonably withheld.

- Section 7.2(a)(i):
  Worker's Compensation Insurance: The CONSULTANT 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.

- Section 7.2(a)(ii):
  Comprehensive General Liability: The CONSULTANT 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 limited Contractual Liability ~~with specific reference to Article 10, "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. CONSULTANT 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.

- Section 7.2(a)(iv):
  Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per ~~occurrence~~ claim.

- Section 7.2(a)(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~~ each occurrence. Coverage must follow the 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.

- Section 14.2, Correction of Services:
  Correction of Services. If, in the reasonable judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, ~~or if the services exhibit poor workmanship,~~ CITY ~~reserves the right to require~~ may request that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. ~~CITY shall be the sole judge of non-conformance and the quality of services.~~

- Section 20.1, Ownership of Documents:

Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes. CONSULTANT shall not be responsible for and is hereby released for City's use of: (i) incomplete reports, surveys, plans, studies and other data, and (ii) reports, surveys, plans, studies, and other data for anything other than the intended use for the project.

- Section 20.2, Legal Representation:
  Legal Representation. It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement~~, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties~~.

- Insurance Advisory Form:
  Professional Liability (Per Claim)

APPENDIX
FINANCIAL STATEMENTS

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Hillsborough)

_____, being first duly sworn, deposes and says that:

1) He/She is Executive Vice President of Wade Trim, Inc. (Florida), the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached BID:

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

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, integrator 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, integrator 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 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 bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
N/A	
N/A	

Witnesses:

Typed name: Angela D. Watson

Typed name: Allyson Quinn

BIDDER:

Signed: Thomas S. Brzezinski

Name: Thomas Brzezinski

Title: Executive Vice President

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025 by Thomas Brzezinski, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 19th day of May, 2025

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

Katherine Kirby
Notary Public (Signature)

My Commission Expires: April 7, 2026

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

I, Thomas Brzezinski, on behalf of Wade Trim, Inc. (Florida) certify

Print Name and Title — Company Name

that Wade Trim, Inc. (Florida) 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.

Wade Trim, Inc. (Florida)
COMPANY NAME

SIGNATURE

Thomas Brzezinski
PRINT NAME

Executive Vice President
TITLE

5/19/2025
DATE

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025 by Thomas Brzezinski, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 19th day of May, 2025

Notary Public (Signature) - Katherine Kirby

April 7, 2026
My Commission Expires:

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

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AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: May 19, 2025

Signed: Thomas J. Brzezinski

Entity: Wade Trim, Inc. (Florida)

Name: Thomas Brzezinski

Title: Executive Vice President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2026, by Executive Vice President, as Executive Vice President for Wade Trim, INC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Katherine Kirby

State of Florida at Large (Seal)

Print Name: Katherine Kirby

My commission expires: April 7, 2026

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: May 19, 2025

Signed: Thomas S. Brzezinski

Entity: Wade Trim, Inc. (Florida)

Name: Thomas Brzezinski

Title: Executive Vice President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Katherine Kirby

State of Florida at Large (Seal)

Print Name: Katherine Kirby

My commission expires: April 7, 2026

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

State of Florida
Department of State

I certify from the records of this office that WADE TRIM, INC. is a corporation organized under the laws of the State of Florida, filed on May 31, 1984, effective June 1, 1984.

The document number of this corporation is H05938.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 1, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of February, 2025



Secretary of State

Tracking Number: 1836955604CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2024

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

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

PRODUCER Ames & Gough 8300 Greensboro Dr. Suite 980 McLean VA 22102	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 703-827-2277 **FAX (A/C, No):** 703-827-2279 **E-MAIL ADDRESS:** admin@amesgough.com
INSURED WADETRI-01 Wade Trim Group, Inc., its subsidiaries & Wade Trim NY, PC 25251 Northline Road Taylor MI 48180	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Arch Insurance Company, A+ XV — 11150 **INSURER B :** Continental Insurance Company A(XV) — 35289 **INSURER C :** Travelers Property Casualty Company of America, A+ — 25674 **INSURER D :** Continental Casualty Company (CNA) A, XV — 20443 **INSURER E :** Travelers Casualty & Surety Co. of America A++, XV — 31194 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1745462935 **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** CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			ZAGLB1854402	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ZACAT1849702	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7034724218	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZAWCI1837802	7/1/2024	7/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D E	Excess Umbrella (First Layer) Prof. Liability (Incl Pollution) Excess Prof. Liability			EX-7S149981 AEH591913816 107868976	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	Occurrence/Aggregate Per Claim/Aggregate Per Claim/Aggregate	10,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation (NY) Policy #ZAWCI1837902/ Company: Arch Insurance Company / Effective: July 1, 2024 - July 1, 2025
$1,000,000 Each Accident/ $1,000,000 Disease Each Employee / $1,000,000 Policy Limit

Excess Umbrella (Second Layer) Policy #ECO (25) 67936139/ Company: The Ohio Casualty Insurance Company / Effective: July 1, 2024 - July 1, 2025
$5,000,000 Occurrence/Aggregate

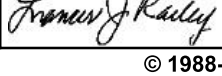
CERTIFICATE HOLDER

For Proposal Purposes Only
.
. . .
United States

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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ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

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, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: Thomas J. Brz
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, who is personally known to me or who has produced _____ as identification.
Sworn and subscribed before me

this _____ _____

Printed Information:

Thomas Brzezinski
NAME

Executive Vice President
TITLE

Katherine Kirby
NOTARY PUBLIC, State of Florida at Large

Wade Trim, Inc. (Florida)
COMPANY

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

PUBLIC ENTITY CRIMES

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989 require that no public entity shall enter into a contract, award of bid, or transact business in excess of $10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with PWE25-009 - ENGINEERING DESIGN AND ENVIRONMENTAL REVIEW SERVICES – SAN CASTILLE - CDBG-MIT GRANT FUNDED
   (Solicitation Number and Name)

2. This sworn statement is submitted by Wade Trim, Inc. (Florida) whose business address is One Tampa City Center 201 N Franklin St, Ste 1305 Tampa, FL 33602

   and (if applicable) it's Federal Employer Identification No. (FEIN) is 59-2417170 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

3. My name is Thomas Brzezinski and my relationship to the entity named above is Executive Vice President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity of with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted or conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a). Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which one of the two statements applies.)**

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which of the three additional statement applies below.)**

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the Final Order)

☐ The person of affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate form the convicted vendor list.
(Please attach a copy of the Final Order)

☐ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services)

PUBLIC ENTITY CRIMES

Thomas S. Brz

Signature

5/19/2025

Date

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me via

☑ *physical presence OR* ○ *online notarization*

This 19th *day of* May, *2025*.

By Thomas Brzezinski

Personally known ☑ *OR produced identification* ○

Type of identification produced _____

Katherine Kirby - Katherine Kirby

NOTARY NAME HERE, Notary Public

My Commission Expires April 7, 2026

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

EXHIBIT "A" - STATEMENT OF COMPLIANCE - TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER-INCOME PERSONS

A. The project assisted under this (ITB) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 70U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the City of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its Contractors and sub-Contractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135.

Name of Contractor: Wade Trim, Inc. (Florida)

Title of ITB or Spec: Engineering Design and Environmental Review Services – San Castle - CDBG-MIT Grant Funded

Spec # or ITB # or Purchase Order Bid No: PWE25-009

Will you hire new employees as a result of this contract? Yes [ ] No [x]

Contractor: Thomas Brzezinski

Contractor's Signature and Title Date: Executive Vice President | 5/19/2025

EXHIBIT "B" - CERTIFICATION FOR COMPLIANCE WITH CITY, COUNTY, STATE, FEDERAL LAWS, AND REGULATIONS

I, agree to comply with all City, County, State, and Federal laws and regulations, including, but not limited to the following:

CONFLICTS OF INTEREST

Contractor covenants that no person who presently exercises any functions or responsibility on behalf of the City of Boynton Beach in connection with this agreement has any personal financial interests, direct or indirect, with the Contractor. Contractor further covenants that, in the performance of any contract, no person having such conflicting interest, shall be employed by the Contractor. Any conflict of interest attributable to the Contractor or its employees must be disclosed in writing to the City of Boynton Beach upon discovery.

Contractor is aware of the conflict-of-interest laws of the State of Florida, particularly Chapter 112, Part III, Florida Statutes; and the United States Department of Housing and Urban Development, particularly, 24 CFR Part 570 § 570.611, and agrees to comply with all respects to those provisions fully.

EQUAL OPPORTUNITY

During the performance of this RFQ, the successful Contractor and its sub-Contractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its sub-Contractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its sub-Contractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all sub-Contractors, if any, will be made aware of and will comply with this nondiscrimination clause.
In the event local laws or ordinances governing equal opportunity apply as well, Contractor agrees to comply.

DEBARMENT/SUSPENSION

The Contractor certifies, by submission of this certification, that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

ZONING CODES AND BUILDING CODES

Contractor must comply with the City of Boynton Beach Zoning and Building Codes, the Florida Building Code, local building codes, and other standards established by the City of Boynton Beach, as deemed necessary by such agency.

Signature: _____

Print Name: Thomas Brzezinski

Date: 5/19/2025

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Katherine Kirby

My commission expires: April 7, 2026

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

EXHIBIT "C" – STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

Through this agreement, the CDBG funds available to the Subrecipient constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. All provisions apply to the awarded Contractor and any sub-contractors.

The contractor agrees to abide by and enforce all provisions outlined in the solicitation and grant agreement to the Contractor and any sub-contractors.

This agreement includes terms and conditions of DEO's Federal award that are imposed on the subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all the obligations described in this Agreement.

Signature: Thomas J. Brz
Print Name: Thomas Brzezinski
Date: 5/19/2025

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Katherine Kirby
Print Name: Katherine Kirby

State of Florida at Large (Seal)

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

My commission expires: April 7, 2026

EXHIBIT "D" – BUILD AMERICA, BUY AMERICA ACT (BABA) - INFRASTRUCTURE PROJECTS WITH FEDERAL FUNDED

This provision does not apply where a valid waiver is in place. However, it may apply to funds expended before the waiver or after its expiration.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.
d. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Signature: Thomas J. Brzezinski
Print Name: Thomas Brzezinski
Date: 5/19/2025
STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Katherine Kirby
Print Name: Katherine Kirby

State of Florida at Large (Seal)

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

My commission expires: April 7, 2026

EXHIBIT "E" - MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

Per the requirements of 2 CFR Part 200 §200.321, the City of Boynton Beach encourages the active participation of minority businesses, women's business enterprises, and labor surplus areas firms as a part of any subsequent agreement whenever possible, either as prime contractors or subcontractors. If subcontracts are to be let, through a prime Contractor, that Contractor is required to take the affirmative steps listed in items (1) through (6) below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. The City shall require the prime contractor, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

Through the submittal of this solicitation, CONTRACTOR confirms and affirms that CONTRACTOR have performed, to the best of their ability, all outreach to small/minority/women-owned businesses for sub-contracts outlined above:

Signature: _____
Print Name: Thomas Brzezinski
Date: 5/19/2025

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Katherine Kirby

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

My commission expires: April 7, 2026

EXHIBIT "F" – DAVIS BACON WAGES

This project is federally funded by CDBG and Davis bacon wages shall be applied to this project. Contractor agrees to abide by any Davis bacon wage table regarding this project.

DAVIS-BACON ACT (WHEN CONSTRUCTION AGREEMENT/CONTRACT VALUE IS GREATER THAN $2,000):

A. All transactions regarding the agreement/contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and §§ 3146-3148 and the requirements of 29 C.F.R. pt. 5, as may be applicable.
B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
C. Additionally, Contractor are required to pay wages not less than once a week.

Through the completion of this exhibit, Contractor affirms that they will complete this project in accordance with all wages outlined in the applicable Davis bacon wage table.

Signature: _____

Print Name: Thomas Brzezinski

Date: 5/19/2025

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025, by Thomas Brzezinski, as Executive Vice President for Wade Trim, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Katherine Kirby

Notary Public State of Florida
Katherine Kirby
My Commission
HH 250874
Exp. 4/7/2026

My commission expires: April 7, 2026

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:
Name: Thomas Brzezinski
Address: 3790 Dixie Highway NE, Suite D
CITY, State, Zip: Palm Bay, FL 32905
Telephone No.: 813-855-1615
Fax No.: _____
Email Address.: tbrzezinski@wadetrim.com

Check One	
Corporation	x
Partnership	
Individual	
Other	

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:
   Wade Trim, Inc. (Florida)

   The address of the principal place of business is:
   One Tampa City Center, 201 N Franklin St, Ste 1350
   Tampa, FL 33602

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 6/1/2025
   b. State of Incorporation: Florida
   c. President's name: Andrew McCune
   d. Vice President's name: Timothy O'Rourke and David DiPietro
   e. Secretary's name: Ralph Picano
   f. Treasurer's name: Ralph Picano
   g. Name and address of Resident Agent: Thomas Brzezinski One Tampa City Center 201 N Franklin St, Ste 1350 Tampa, FL 33602

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:

_____

_____

_____

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?
41

Under what other former names has your organization operated?

Edwin Orr Engineering

_____

_____

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

H05938 (attached at the end of this form)

_____

_____

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [ ] NO [x]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

No

_____

_____

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

See SF 330, Section E, starting on Page 4

_____

_____

11. State the name of the individual who will have personal supervision of the work:

Shari Ramirez, PE

12. State the name and address of the attorney, if any, for the business of the Proposer:
    Jen Chilson
    25251 Northline Road
    Taylor, MI 48180

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:
    Andrew McCune: 8.86% | 500 Griswold Street, Ste 2500, Detroit, MI 48226
    Thomas Brzezinski: 8.25% | 201 N. Franklin Street, Ste 1350, Tampa, FL 33602

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:
    Please see attached sheet

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:
    N/A

16. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	10
	Total Work (a +b):	< $50 million

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

17. Bank References:

Bank **Address** **Telephone**

Rodney Clark, Comerica Bank | 411 W Lafayette Blvd, Detroit, MI 48226 | 313.222.9262

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Please see Section 5, bullet 1

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Please see Section 4, bullet 2

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES [ ] NO [x]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Wade Trim Group, Inc. is the parent organization

22. What will be your turnaround time for written responses to City inquiries?

Our Project Manager is committed to be responsive and will provide an answer within 24 hours, complete responses may take 1 to 2 weeks depending on the request.

23. 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.

None.

24. 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 in which the dispute arose, and a description of the subject matter of the dispute.

None.

25. 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.

N/A

26. 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.

N/A

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the 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) _____
Thomas Brzezinski

(Title) Executive Vice President

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2025 by Thomas Brzezinski, as Executive Vice President of WadeTrim, INC. who is personally known to me or who has produced _____ as identification.

Katherine Kirby
Notary Public (Signature) - Katherine Kirby

My Commission Expires: April 7, 2026

State of Florida
Department of State

I certify from the records of this office that WADE TRIM, INC. is a corporation organized under the laws of the State of Florida, filed on May 31, 1984, effective June 1, 1984.

The document number of this corporation is H05938.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 1, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of February, 2025



Secretary of State

Tracking Number: 1836955604CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Wade Trim Group, Inc.
500 Griswold Street, Ste 2500
Detroit, MI 48226

Wade Trim Group, Inc. wholly owned subsidiaries:

Wade Trim Associates
500 Griswold Street, Ste 2500
Detroit, MI 48226

Wade Trim EPC, LLC
500 Griswold Street, Ste 2500
Detroit, MI 48226

Wade Trim Inc. (FL)
One Tampa City Center
201 N. Franklin Street, Ste 1350
Tampa, FL 33602

Wade Trim, Inc. (Michigan)
1403 S. Valley Center Drive
Bay City, MI 48706

Wade Trim, Inc. (Ohio)
1621 Euclid Avenue, Ste 900
Cleveland, OH 44115

Wade Trim Operations Services
25251 Northline Road
Taylor, MI 48180

Wade Trim NY PC
1410 Broadway, Ste 304
New York, NY 10018

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Proposed Ordinance No. 25-022- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 0.36 Acres of Unincorporated Territory Located at 3604 Boynton Beach Boulevard, into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-022, at second reading.

Explanation of Request:

The subject area is located in unincorporated Palm Beach County and is contiguous to the City of Boynton Beach on the eastern boundary. The site is currently ahs a Palm Beach County Future Land Use designation of CH/8 and is zoned Palm Beach County CHO. The parcel is currently developed with an existing 1,250 square foot structure with ancillary site improvements. The applicant has submitted an application to voluntarily annex the property into the City of Boynton Beach and change the future land use and zoning to LRC and C-3, respectively, which would permit a Medical Marijuana Treatment Center at this location.

An application for a voluntary annexation is required to be accompanied by a Future Land Use Map Amendment and Rezone. As such, the application is requesting a C-3 zoning designation. However, in order to rezone, the site must meet the requirements of the zoning district requested. As the site is already developed, the current location of the structure is 9.1 feet from the rear property line, while the C-3 zoning districts requires a minimum of 20 feet. The applicant is requesting a Variance for the rear yard setback of 9.1 feet where 20 feet is required.

Review of the proposed annexation by staff finds the application meets the statutory

conditions: the parcel is contiguous to the City boundary and “reasonably compact” in that it does not create enclaves or pockets. Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 21, 2025 staff sent a preliminary notification of the proposed annexation to the Palm Beach County Administrator and Planning Director and on September 12, 2025 notification of the Public Hearing was sent via certified mail. Comments will be provided to City Commission once received.

How will this affect city programs or services? If approved the City would be responsible for all services including but not limited to Police, Fire, and Solid Waste. All applicable departments have reviewed this application and currently have the necessary resources to service this area.

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ordinance No. 25-022 Annexation- Curaleaf Florida, LLC
Attachment 1 - Ownership Consent Form
Attachment 2 - Petition for Annexation
Attachment 3 - Contiguity Map - Curaleaf Florida LLC Annexation
Attachment 4 - Location Map - Curaleaf Florida LLC Annexation
Attachment 5 - Project Statement - Curaleaf Florida LLC Annexation
Attachment 6 - Exhibit A - Curaleaf Florida LLC Annexation - Legal Description and Survey
Attachment 7 - Existing and Proposed Future Land Use Map
Attachment 8 - Existing and Proposed Zoning Map.pdf
Attachment 9 - Rear Setback Variance Request
Attachment 10 - SITE PLAN - Variance Request
Staff Report - Curaleaf Florida, LLC

ORDINANCE NO. 25-022

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 0.36 ACRES OF UNINCORPORATED TERRITORY LOCATED AT 3604 BOYNTON BEACH BOULEVARD, INTO THE CORPORATE LIMITS OF THE CITY PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR THE ANNEXATION OF THE PROPERTY DESCRIBED HEREIN; PROVIDING PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION; DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF PALM BEACH COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach, Florida (the "City") is a municipal corporation organized and existing under the laws of the State of Florida; and

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Commission to annex real property into the corporate boundaries of the City; and

WHEREAS, Sections 171.011 through 171.094, Florida Statutes, as amended, the Municipal Annexation or Contraction Act, empowers the City Commission to annex real property into the corporate boundaries of the City, pursuant to a petition voluntarily filed by the owner of certain real property; and

WHEREAS, the property located at 3604 Boynton Beach Boulevard, as further described and depicted in **Exhibit A** attached hereto and incorporated herein by reference (the "Property") is currently located in unincorporated Palm Beach County, Florida; and

WHEREAS, the Property is contiguous to the existing corporate limits of the City as depicted in **Exhibit B** attached hereto and required by Section 171.044, Florida Statutes; and

WHEREAS, the Property Owner has executed a Petition for Voluntary Annexation and an Owner's Consent Form with the City, which expressly consents to voluntary annexation upon satisfaction of all statutory requirements; and

WHEREAS, the City has furnished the Board of County Commissioners of Palm Beach County a copy of the published notice of annexation by certified mail no sooner than ten (10)

days before said publication, and said action is hereby ratified and confirmed by the City Commission; and

WHEREAS, all conditions precedent for annexation have been satisfied, including:

1. The Property is contiguous to the existing municipal boundaries;

2. The Property Owner has consented to annexation through the Owner's Consent Form and a Petition for Voluntary Annexation;

3. All notice requirements of Section 171.044, Florida Statutes, have been satisfied;

4. The required public hearings were held on October 7 and 21, 2025, with proper notice given; and

5. The annexation is consistent with the City's Comprehensive Plan; and

WHEREAS, all other procedural and notice requirements mandated by State law and the City's Charter and Code of Ordinances have been followed and satisfied; and,

WHEREAS, the City has performed a business impact estimate pursuant to §166.041(4)(c), Florida Statutes, and determined that adoption of this ordinance:

(1) serves a public purpose by serving the public health, safety, morals, and welfare of the City,

(2) has no direct negative economic impact on private, for-profit businesses in the city,

(3) will not result in direct compliance costs for businesses,

(4) does not impose any new charge or fee on businesses for which businesses will be financially responsible,

(5) does not create any additional municipal regulatory cost that is not recovered appropriately and lawfully by the City; and

WHEREAS, the City Commission finds that annexation of the Property serves the public interest by promoting orderly municipal growth, extending municipal services, and incorporating areas already receiving City water service into the municipal tax base; and

WHEREAS, the City Commission finds that the Property Owner has requested and is receiving water service from the City, demonstrating the reasonableness and necessity of annexation; and

WHEREAS, Section 171.044, Florida Statutes, authorizes municipal annexation of contiguous unincorporated territory under the circumstances present herein.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. FINDINGS

The City Commission hereby finds and determines that:

A. All of the recitals set forth above are true and correct and are hereby incorporated by reference.

B. The Property described and depicted in **Exhibit A** is contiguous to the existing corporate limits of the City.

C. The Property Owner has consented to annexation through the executed Petition for Voluntary Annexation and Owner's Consent Form.

D. All statutory requirements for voluntary annexation under Section 171.044, Florida Statutes, have been satisfied.

E. Proper notice of the public hearing was given as required by law.

F. The annexation will not result in the creation of an enclave of unincorporated territory.

G. The annexation serves the public interest and promotes orderly municipal development.

Section 3. ANNEXATION

The real property described in **Exhibit A** attached hereto and incorporated herein by reference is hereby annexed into the corporate limits of the City of Boynton Beach, Florida, and shall become a part of the City for all purposes, effective upon the date this ordinance becomes effective.

Section 4. BOUNDARIES

Upon the effective date of this ordinance, the City's corporate limits shall be extended to include the Property described in **Exhibit A.** The City Clerk and Director of Planning and Development are hereby authorized and directed to:

A. Prepare an amended corporate limits map showing the annexation of the Property;

B. File appropriate documentation with the Florida Department of Revenue pursuant to Section 171.07, Florida Statutes;

C. Within 7 days after adoption of this Ordinance, file a certified copy of this Ordinance with the Palm Beach County Administrator, Palm Beach County Supervisor of Elections, Tax Collector, Property Appraiser, Department of State, Clerk of Court, and other appropriate officials of the annexation;

D. Within 7 days after adoption of this Ordinance, record this ordinance in the public records of Palm Beach County, Florida; and

E. Take all other actions necessary to effectuate the annexation.

Section 5. MUNICIPAL SERVICES

Upon the effective date of this ordinance:

A. The Property shall be entitled to receive all municipal services provided by the City to similarly situated properties within the City;

B. The Property shall be subject to all City ordinances, regulations, and requirements applicable to properties within the City;

C. The Property shall be subject to City ad valorem taxation beginning with the next tax year following annexation; and

D. All City development regulations, building codes, and land use requirements shall apply to the Property.

Section 6. POWER OF ATTORNEY AUTHORIZATION

The City Manager and City Clerk are hereby authorized to execute, on behalf of the City any additional documents that may be required to complete the annexation process, including, but is not limited to, execution of boundary survey certifications; execution of any state-

required annexation forms; execution of documents required by the Florida Department of Revenue; and any other documents reasonably necessary to effectuate the annexation.

Section 7. COMPLIANCE WITH STATE LAW

This annexation is adopted in full compliance with Section 171.044, Florida Statutes, and all other applicable state laws and constitutional requirements. The City Commission hereby certifies that: proper notice was given as required by Section 171.044(2), Florida Statutes; two public hearings were conducted as required by Section 171.044, Florida Statutes; the Property is reasonably compact and contiguous to the City; the Property Owner has consented to the annexation; and the annexation serves a municipal purpose.

Section 8. BUSINESS IMPACT ESTIMATE

Pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate for certain proposed ordinances. This proposed ordinance voluntarily annexes land into the City of Boynton Beach. The voluntary annexation of land into the City (1) serves a public purpose by serving the public health, safety, morals, and welfare of the City, (2) has no direct negative economic impact on private, for-profit businesses in the city, (3) will not result in direct compliance costs by businesses, (4) does not impose any new charge or fee or businesses for which businesses will be financially responsible, and (5) does not create any additional municipal regulatory cost which is not recovered appropriately and lawfully by the City. Thus, it is estimated that neither residents nor any businesses will incur additional costs. The City does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected. The Business Impact Estimate form for this ordinance is on file with the City Clerk.

Section 9. CODIFICATION

That Section 6 of the Charter of the City of Boynton Beach, Florida, is hereby amended to reflect the annexation of land more particularly described **in Exhibit A**.

Section 10. CONFLICTS AND SEVERABILITY

If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid

part or application shall be considered as eliminated and so not affect the validity of the remaining portions or applications remaining in full force and effect.

Section 11. **EFFECTIVE DATE**

This Ordinance shall become effective immediately upon passage.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

FIRST READING this ____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this ____day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

A/C	= AIR CONDITIONER	FCC	= FOUND CROSS CUT	POE	= PRIVATE DRAINAGE EASEMENT		
AE	= ACCESS EASEMENT	FF	= FINISHED FLOOR	PVE	= POOL EQUIPMENT		
BFP	= BACKFLOW PREVENTER	FND	= FOUND	PG	= PAGE		
BSL	= BUILDING SETBACK LINE	GV	= GATE VALVE	PI	= POINT OF INTERSECTION		
BWF	= BARBED WIRE FENCE	HWF	= HOG WIRE FENCE	PID	= PARCEL IDENTIFICATION NUMBER		
(C)	= CALCULATED	INST	= INSTRUMENT NUMBER	PK	= PARKER KALON NAIL		
Δ	= CENTRAL ANGLE	L	= ARC LENGTH	PPL	= PROPERTY LINE		
CB	= CHORD BEARING	LB	= LICENSED BUSINESS	POB	= POINT OF BEGINNING		
CH	= CHORD LENGTH	LE	= LANDSCAPE EASEMENT	POC	= POINT OF COMMENCEMENT		
℄	= CENTER LINE	LME	= LAKE MAINTENANCE EASEMENT	PRC	= POINT OF REVERSE CURVATURE		
CLF	= CHAIN LINK FENCE	LS	= LICENSED SURVEYOR	PRM	= PERMANENT REFERENCE MONUMENT		
CME	= CANAL MAINTENANCE EASEMENT	(M)	= MEASURED	PSM	= PROFESSIONAL SURVEYOR & MAPPER		
CNA	= CORNER NOT ACCESSIBLE	MB	= MAP BOOK	PT	= POINT OF TANGENCY		
CONC	= CONCRETE	ME	= MAINTENANCE EASEMENT	PUE	= PUBLIC UTILITY EASEMENT		
COV	= COVERED	MHWL	= MEAN HIGH WATER LINE	PVF	= PLASTIC VINYL FENCE		
CS	= CONCRETE SLAB	MN	= MAG NAIL	PVUE	= PRIVATE UTILITY EASEMENT		
(D)	= DEED	MW	= MONITOR WELL	RP	= RADIAL POINT		
DB	= DEED BOOK	N&D	= NAIL AND DISK	R	= RADIUS		
DE	= DRAINAGE EASEMENT	ORB	= OFFICIAL RECORDS BOOK	RB	= REAL ESTATE NUMBER		
DH	= DRILL HOLE	(C)	= PLAT	RSR	= RISER		
DUE	= DRAINAGE/UTILITY EASEMENT	PB	= PLAT BOOK	R/W	= RIGHT OF WAY		
ELEV	= ELEVATION	PC	= POINT OF CURVATURE	SV	= SEWER VALVE		
EM	= ELECTRIC METER	PCC	= POINT OF COMPOUND CURVATURE	UE	= UTILITY EASEMENT		
EOW	= EDGE OF WATER	PCP	= PERMENANT CONTROL POINT	WF	= WOOD FENCE		
EP	= EDGE OF PAVEMENT						

= CATCH BASIN — = FIRE HYDRANT — W = WATER METER
= MANHOLE — = LIGHT POLE — T = TELEPHONE BOX
S = SANITARY MANHOLE — = WATER VALVE — C = CABLE TV BOX
= POWER POLE — = HANDICAP PARKING — E = ELECTRIC BOX

WOOD — BRICK/PAVER/TILE — ASPHALT — CONCRETE

=BOUNDARY LINE
=BUILDING LINE
=EASEMENT LINE
=CENTERLINE
R/W = RIGHT-OF-WAY LINE
OHU OHU = OVERHEAD UTILITY LINE
=ADJACENT PARCELS
X = CHAIN LINK FENCE
=WOOD FENCE
=PLASTIC FENCE

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS REQUIRED PER AGREEMENT. ANY DOCUMENTS PROVIDED WITH THE TITLE COMMITMENT WILL BE REVIEWED.
2. UNLESS SPECIFICALLY SHOWN, THIS SURVEY DOES NOT LOCATE OVERHANGS, UNDERGROUND UTILITIES, IMPROVEMENTS, FOUNDATIONS, FOOTERS, OR OTHER SUBSURFACE STRUCTURES.
3. BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD, AS BEING, S 88°10'11" W, PER PLAT, ASSUMED.
4. THIS SURVEY IS PROVIDED SOLELY FOR THE PURPOSE OF FINANCING AND/OR SALE TRANSACTIONS. IT SHALL NOT BE USED FOR ANY CONSTRUCTION, PERMITTING, DESIGN, OR OTHER PURPOSES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING LAND SURVEYOR. ANY UNAUTHORIZED USE OF THIS SURVEY IS STRICTLY PROHIBITED, AND THE SURVEYOR DISCLAIMS ALL LIABILITY FOR SUCH USE.
5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. ANY INFORMATION SHOWN ON THE SURVEY IS BASED SOLELY ON DATA PROVIDED BY THE CLIENT AND MAY NOT BE COMPLETE.
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7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO THE NAMED PARTIES. CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED THIRD PARTIES AND ARE NOT TRANSFERABLE.
9. UNLESS OTHERWISE NOTED, THIS IS A BOUNDARY SURVEY. AREA SIZES AND MEASUREMENTS SHOWN ARE BASED ON PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.
10. WALL TIES ARE TO THE FACE OF THE WALL AND SHALL NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
11. PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD PERSONALLY LIABLE FOR NEGLIGENCE.
12. THIS SURVEY DOES NOT CONSTITUTE PROOF OF OWNERSHIP. IT DOES NOT GUARANTEE OR WARRANT OWNERSHIP IN ANY FORM. THE SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING FROM DISPUTES OVER OWNERSHIP OF THE LANDS SHOWN AND DESCRIBED HEREON.
13. THIS SURVEY SHALL NOT BE ALTERED. ANY MODIFICATIONS TO THE ORIGINAL DOCUMENT ARE MADE AT THE RISK OF THE PARTY MAKING SUCH CHANGES. THE SURVEYOR AND COMPANY DISCLAIM ANY LIABILITY FOR ALTERATIONS NOT MADE BY THEM.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X (BFE N/A), PER F.I.R.M. MAP NUMBER 12099C0788G, DATED 12/20/24.
THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CERTIFIED BY: JON SHOEMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 479578, LAKE MONROE, FL. 32747
407.951.3425 (OFFICE); 407.520.5453 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

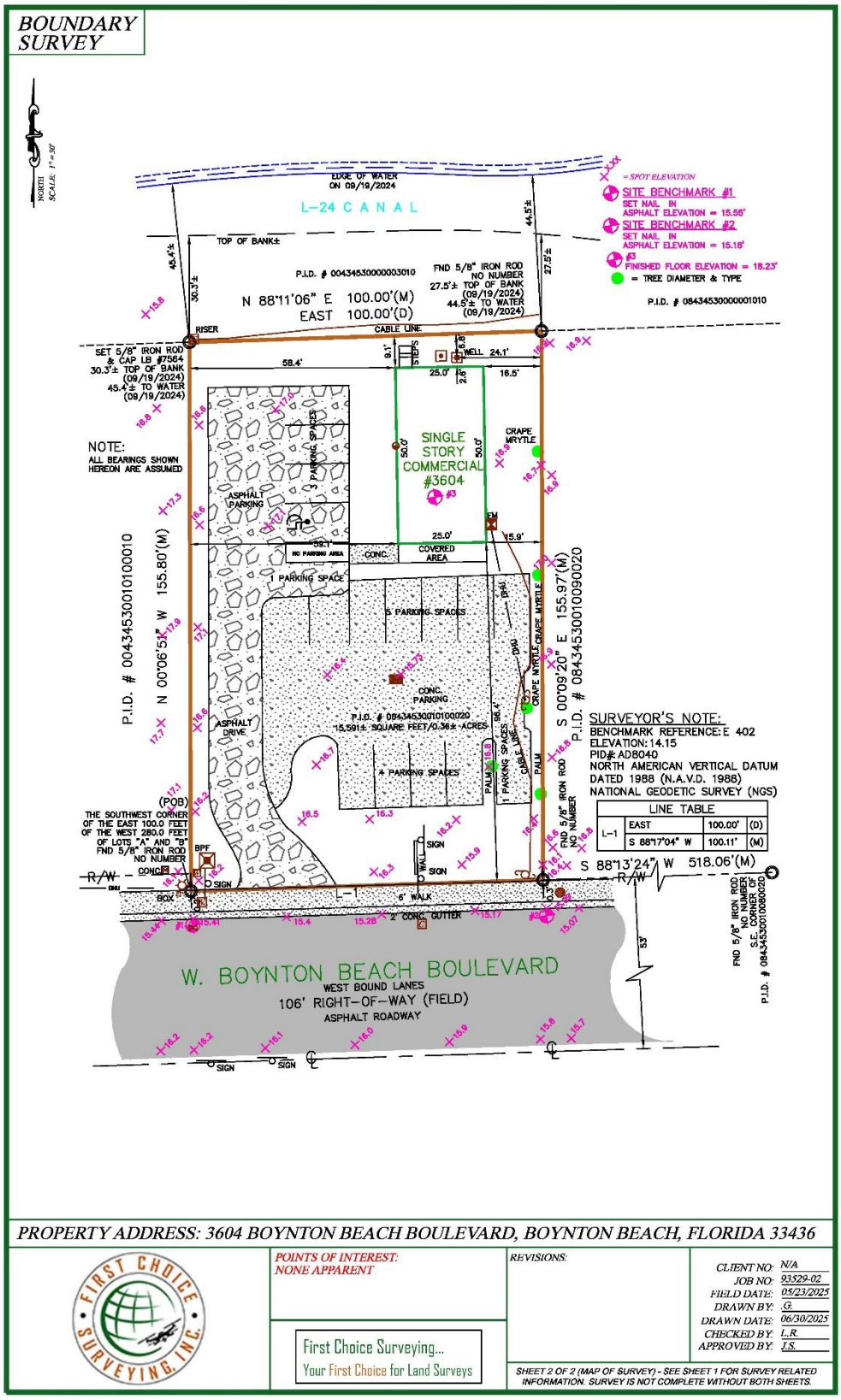
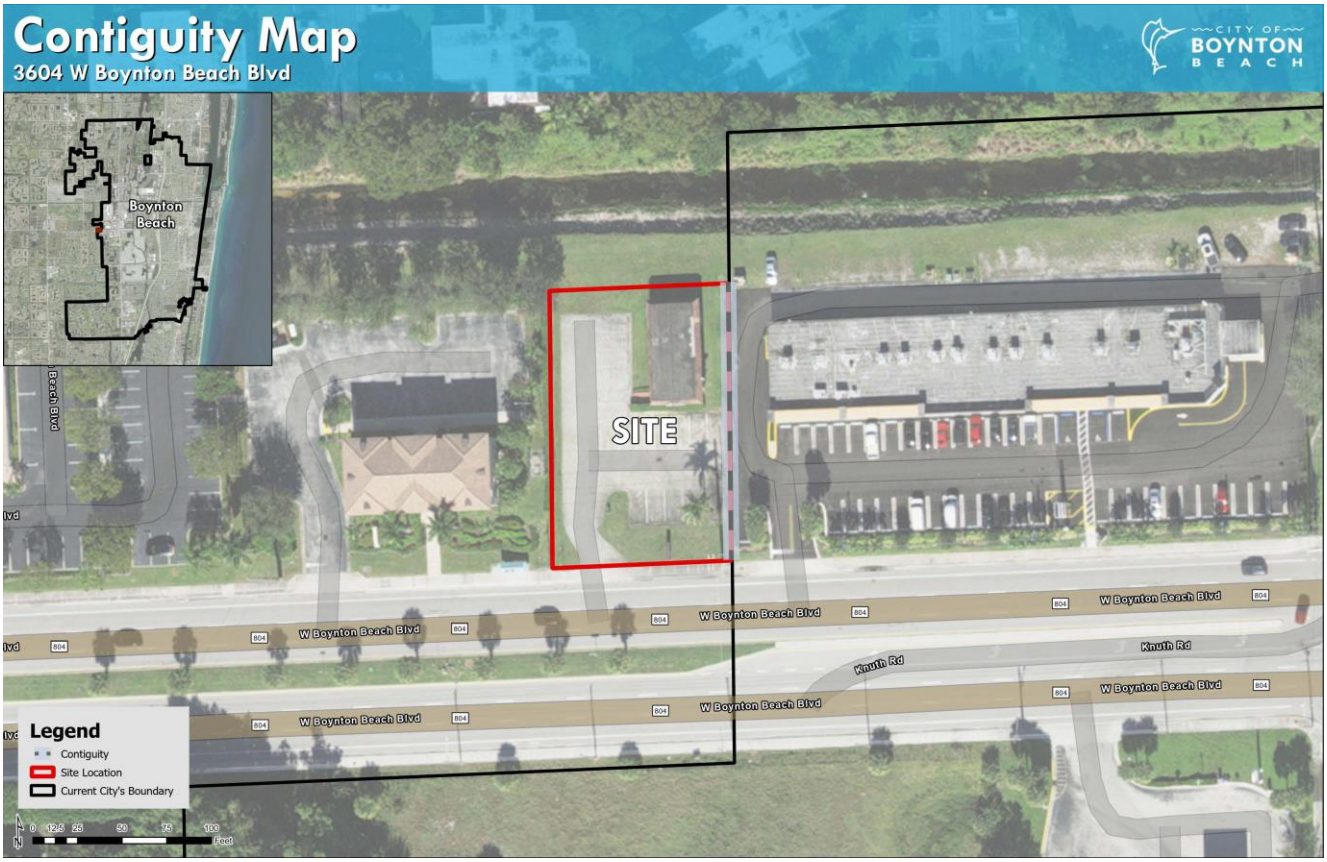

BOUNDARY SURVEY
NORTH
SCALE: 1"=30'
EDGE OF WATER ON 09/19/2024
L-24 CANAL
TOP OF BANK±
45.4'±
30.3'±
44.5'±
27.5'±
P.I.D. # 00434530000003010
N 88°11'06" E 100.00'(M)
EAST 100.00'(D)
FND 5/8" IRON ROD NO NUMBER
27.5'± TOP OF BANK (09/19/2024)
44.5'± TO WATER (09/19/2024)
P.I.D. # 08434530000001010
= SPOT ELEVATION
SITE BENCHMARK #1
SET NAIL IN ASPHALT ELEVATION = 15.55'
SITE BENCHMARK #2
SET NAIL IN ASPHALT ELEVATION = 15.18'
#3 FINISHED FLOOR ELEVATION = 18.23'
= TREE DIAMETER & TYPE
RISER
CABLE LINE
SET 5/8" IRON ROD & CAP LB #7564
30.3'± TOP OF BANK (09/19/2024)
45.4'± TO WATER (09/19/2024)
58.4'
STEPS
WELL 24.1'
25.0'
16.5'
NOTE:
ALL BEARINGS SHOWN HEREON ARE ASSUMED
3 PARKING SPACES
SINGLE STORY COMMERCIAL #3604
#3
CRAPE MYRTLE
ASPHALT PARKING
50.0'
50.0'
25.0'
15.9'
CONC.
COVERED AREA
NO PARKING AREA
1 PARKING SPACE
5 PARKING SPACES
DRIVE
CONC. PARKING
P.I.D. # 00434530010100010
N 00°06'54" W 155.80'(M)
P.I.D. # 08434530010100020
15,591± SQUARE FEET/0.36± ACRES
S 00°09'20" E 155.97'(M)
P.I.D. # 08434530010090020
ASPHALT DRIVE
4 PARKING SPACES
1 PARKING SPACES
CABLE LINE
PALM
SURVEYOR'S NOTE:
BENCHMARK REFERENCE: E 402
ELEVATION: 14.15
PID# AD8040
NORTH AMERICAN VERTICAL DATUM DATED 1988 (N.A.V.D. 1988)
NATIONAL GEODETIC SURVEY (NGS)
LINE TABLE
L-1 EAST 100.00' (D)
L-1 S 88°17'04" W 100.11' (M)
(POB)
THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B"
FND 5/8" IRON ROD NO NUMBER
BPF
CONC.
R/W
SIGN
BOX
L-1
6' WALK
2' CONC. GUTTER
FND 5/8" IRON ROD NO NUMBER
S 88°13'24" W 518.06'(M)
R/W
53'
FND 5/8" IRON ROD NO NUMBER CORNER OF S.E.
P.I.D. # 08434530010090020
W. BOYNTON BEACH BOULEVARD
WEST BOUND LANES
106' RIGHT-OF-WAY (FIELD)
ASPHALT ROADWAY
SIGN
SIGN
PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436
FIRST CHOICE SURVEYING, INC.
POINTS OF INTEREST:
NONE APPARENT
REVISIONS:
First Choice Surveying...
Your First Choice for Land Surveys
CLIENT NO: N/A
JOB NO: 93529-02
FIELD DATE: 05/23/2025
DRAWN BY: G
DRAWN DATE: 06/30/2025
CHECKED BY: L.R.
APPROVED BY: J.S.
SHEET 2 OF 2 (MAP OF SURVEY) - SEE SHEET 1 FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

EXHIBIT B
CONTIGUITY MAP



The City of Boynton Beach

Development Department
Planning & Zoning Division
100 East Ocean Avenue
Boynton Beach, Florida 33425-0310
(P): 561-742-6260
www.boynton-beach.org

OWNER'S CONSENT FORM

OFSProperty Holdings LLC, the ☒ sole owner or ☐ partial owner of record of the property legally described as:

Property Owner's Name

PALM BEACH FARMS CO PLAT NO 8,E 100 FT OF W 280 FT OF LTS A & B LYG N OF SR 804 & S OF L-24 CNL BLK 10

If additional space is needed for the legal description, please check here ☐ and attach additional pages as necessary.

Street Address: 3604 BOYNTON BEACH BLVD City: Boynton Beach State: FL Zip Code: 33436

PCN: 00-43-45-30-01-010-0020 states that he/she has thoroughly examined and is familiar with the application submitted to the City of Boynton Beach Development Services Department – Planning and Zoning Division, submitted by Jacob Throneburg on behalf of Curaleaf Florida, LLC, and expressly consents to the use of the subject property for the purpose described in the application.

Signature (must be original signature)

This Section must be completed by the Public Notary

On this 11 day of July, 2025, the foregoing instrument was sworn to and subscribed before me

by *If individual:* ☑ Omar Shihadeh. (Name of Person Acknowledging), and individual

If corporation: ☐ OFS Property Holdings LLC. (Name of Person Acknowledging) as Managing Member. (Position, Type of Authority, Officer)

For ☐ Personally, Known or ☑ Produced Identification Ft. Drivers License. (Type of Identification)

Signature of Notary Public

Patricio Montalvo

Name of Notary Printed and Commission Number

PATRICIO MONTALVO
Notary Public - State of Florida
Commission # HH 608436
My Comm. Expires Oct 31, 2028

Place Notary Seal Stamp Above

Last Revised: 02.27.2023

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 18 day of July 2025 by OFS Property Holdings LLC date signed 7-18-25 (hereinafter "Owner").

2. The Petitioner is the fee simple owner of the property described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHERETOFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

OMAR F. SHIHADEH, President
Name, Title
Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

OMAR F. SHEHADEH
Name, Title President
Petitioner

STATE OF FLORIDA)
): ss
COUNTY OF Broward)

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [ ] online notarization this 18 day of July 2025 by OMAR F Shehadeh dated July 18 2025 who has produced Drivers License as identification.

Notary Public, State of Florida
Print Name: STEVEN P WIGGINS
My Commission Expires: 3-22-2029

STEVEN PAUL WIGGINS
MY COMMISSION # HH 615696
EXPIRES: March 22, 2029

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

A/C = AIR CONDITIONER	FCC = FOUND CROSS CUT	PDE = PRIVATE DRAINAGE EASEMENT
AE = ACCESS EASEMENT	FF = FINISHED FLOOR	P/E = POOL EQUIPMENT
BFP = BACKFLOW PREVENTER	FND = FOUND	PG = PAGE
BSL = BUILDING SETBACK LINE	GV = GATE VALVE	PI = POINT OF INTERSECTION
BWF = BARBED WIRE FENCE	HWF = HOG WIRE FENCE	PID = PARCEL IDENTIFICATION NUMBER
(C) = CALCULATED	INST = INSTRUMENT NUMBER	PK = PARKER KALON NAIL
Δ = CENTRAL ANGLE	L = ARC LENGTH	P/L = PROPERTY LINE
CB = CHORD BEARING	LB = LICENSED BUSINESS	POB = POINT OF BEGINNING
CH = CHORD LENGTH	LE = LANDSCAPE EASEMENT	POC = POINT OF COMMENCEMENT
℄ = CENTER LINE	LME = LAKE MAINTENANCE EASEMENT	PRC = POINT OF REVERSE CURVATURE
CLF = CHAIN LINK FENCE	LS = LICENSED SURVEYOR	PRM = PERMANENT REFERENCE MONUMENT
CME = CANAL MAINTENANCE EASEMENT	(M) = MEASURED	PSM = PROFESSIONAL SURVEYOR & MAPPER
CNA = CORNER NOT ACCESSIBLE	MB = MAP BOOK	PT = POINT OF TANGENCY
CONC = CONCRETE	ME = MAINTENANCE EASEMENT	PUE = PUBLIC UTILITY EASEMENT
COV = COVERED	MHWL = MEAN HIGH WATER LINE	PVF = PLASTIC VINYL FENCE
C/S = CONCRETE SLAB	MN = MAG NAIL	PVUE = PRIVATE UTILITY EASEMENT
(D) = DEED	MW = MONITOR WELL	RP = RADIAL POINT
DB = DEED BOOK	N&D = NAIL AND DISK	R = RADIUS
DE = DRAINAGE EASEMENT	ORB = OFFICIAL RECORDS BOOK	RE = REAL ESTATE NUMBER
DH = DRILL HOLE	(C) = PLAT	RSR = RISER
DUE = DRAINAGE/UTILITY EASEMENT	PB = PLAT BOOK	R/W = RIGHT OF WAY
ELEV = ELEVATION	PC = POINT OF CURVATURE	SV = SEWER VALVE
EM = ELECTRIC METER	PCC = POINT OF COMPOUND CURVATURE	UE = UTILITY EASEMENT
EOW = EDGE OF WATER	PCP = PERMENANT CONTROL POINT	WF = WOOD FENCE
E/P = EDGE OF PAVEMENT		

= CATCH BASIN
= MANHOLE
= SANITARY MANHOLE
= POWER POLE
= FIRE HYDRANT
= LIGHT POLE
= WATER VALVE
=HANDICAP PARKING
= WATER METER
= TELEPHONE BOX
= CABLE TV BOX
= ELECTRIC BOX

WOOD
BRICK/PAVER/TILE
ASPHALT
CONCRETE

=BOUNDARY LINE
=BUILDING LINE
=EASEMENT LINE
=CENTERLINE
=RIGHT-OF-WAY LINE
= OVERHEAD UTILITY LINE
=ADJACENT PARCELS
=CHAIN LINK FENCE
=WOOD FENCE
=PLASTIC FENCE

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS REQUIRED PER AGREEMENT. ANY DOCUMENTS PROVIDED WITH THE TITLE COMMITMENT WILL BE REVIEWED.
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CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)

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THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

JON SHOEMAKER LICENSE NUMBER LS 5144 STATE OF FLORIDA SURVEYOR & MAPPER

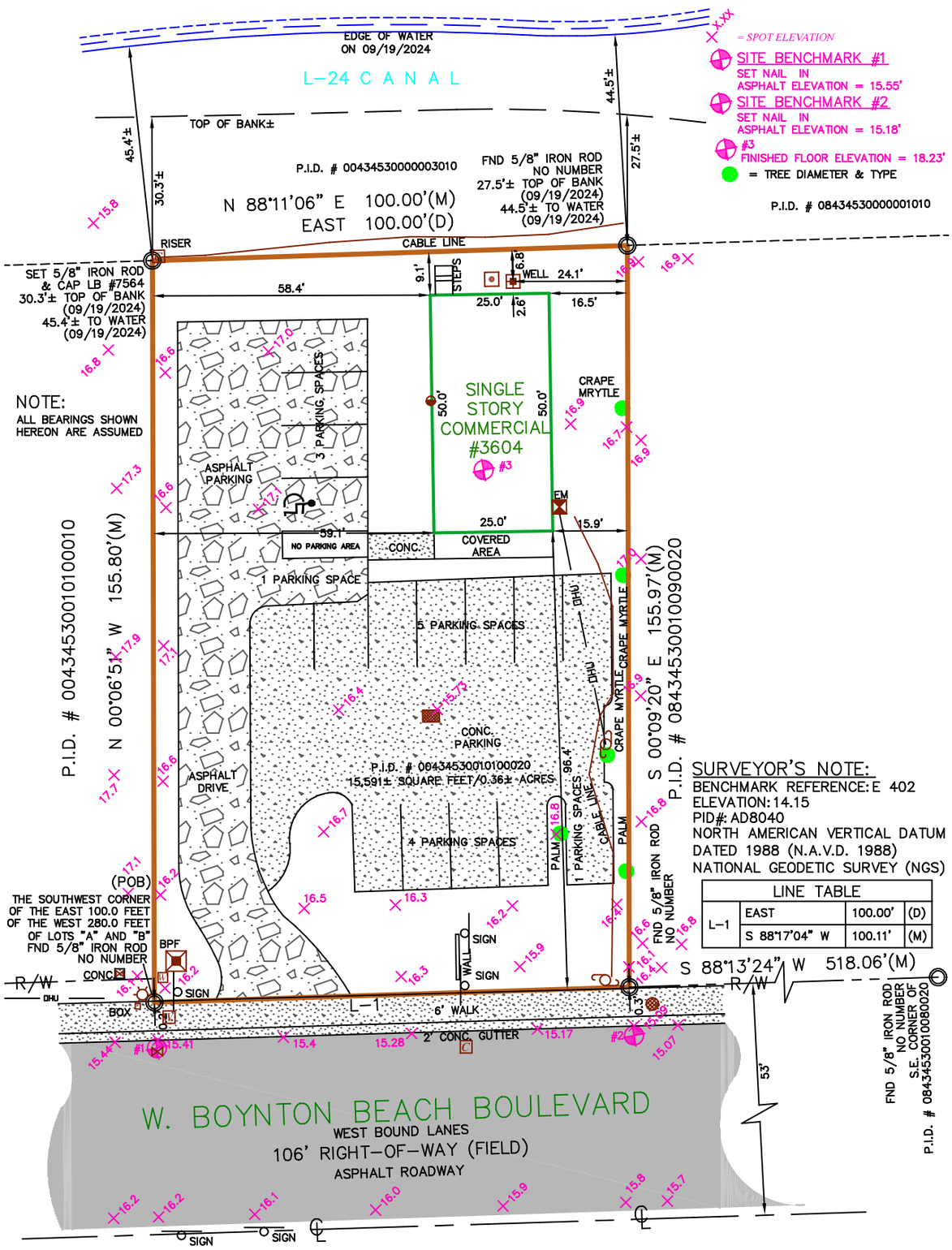
CERTIFIED BY: JON SHOEMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 470978, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.320.5453 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

BOUNDARY SURVEY



SURVEYOR'S NOTE:

BENCHMARK REFERENCE: E 402
ELEVATION: 14.15
PID#: AD8040
NORTH AMERICAN VERTICAL DATUM
DATED 1988 (N.A.V.D. 1988)
NATIONAL GEODETIC SURVEY (NGS)

LINE TABLE			
L-1	EAST	100.00'	(D)
	S 88°17'04" W	100.11'	(M)

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

FIRST CHOICE SURVEYING, INC.

POINTS OF INTEREST:
NONE APPARENT

First Choice Surveying...
Your First Choice for Land Surveys

REVISIONS:

CLIENT NO:	N/A
JOB NO:	93529-02
FIELD DATE:	05/23/2025
DRAWN BY:	.G.
DRAWN DATE:	06/30/2025
CHECKED BY:	L.R.
APPROVED BY:	J.S.

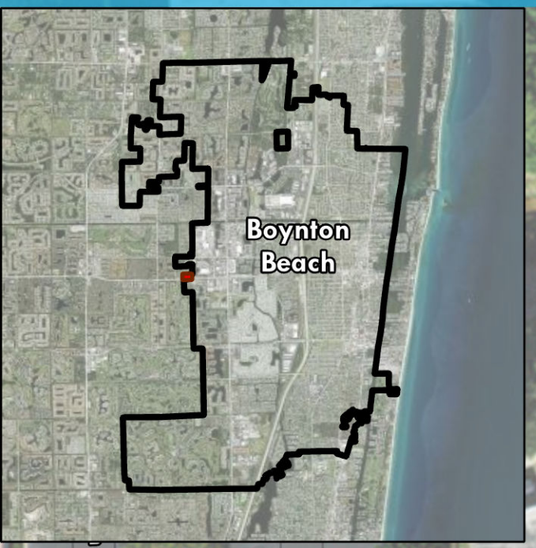
SHEET 2 OF 2 (MAP OF SURVEY) - SEE SHEET 1 FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

Contiguity Map

3604 W Boynton Beach Blvd

Exhibit B

CITY OF BOYNTON BEACH



SITE

W Boynton Beach Blvd

804

Knuth Rd

Legend

- Contiguity
- Site Location
- Current City's Boundary

N

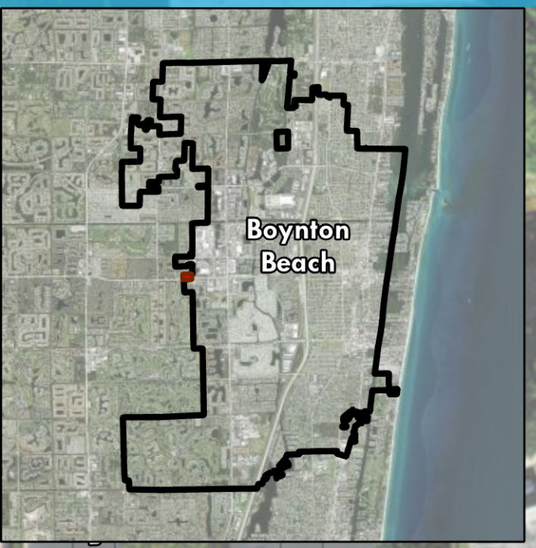
0 12.5 25 50 75 100 Feet

Contiguity Map

3604 W Boynton Beach Blvd

Exhibit B

CITY OF BOYNTON BEACH



SITE

W Boynton Beach Blvd

804

Knuth Rd

Legend

- Contiguity
- Site Location
- Current City's Boundary

N

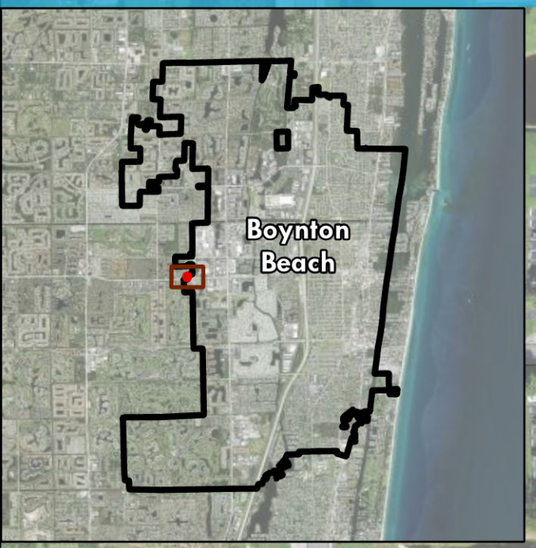
0 12.5 25 50 75 100 Feet

870

Location Map

3604 W Boynton Beach Blvd

CITY OF BOYNTON BEACH



Silver Lace Ln

Knuth Rd

W Boynton Beach Blvd

SITE

804

Hibiscus

Quail Covey Rd

Legend

- Site Location
- Current City's Boundary

0 45 90 180 270 360 Feet

N

3604 Boynton Beach Blvd

Annexation Justification Statement

Compliance with Statutory Requirements: The proposed annexation of the property located at 3604 Boynton Beach Blvd complies with the criteria established under Florida Statutes, Section 171.043 entitled "Character of the Area to be Annexed". That statute states that the area to be annexed must satisfy the general standards outlined in Section 171.043 (1) and meet the standards of Section 171.043 (2) or (3). The annexation parcel complies with subsections (1) and (2) as detailed below.

The annexation parcel, which is now unincorporated, satisfies Section 177.043 (1) in that it is contiguous to the corporate limits of the City of Boynton Beach, being adjacent on its east boundary to Parcel 08-43-45-30-01-009-0020, which is located within the municipal limits of the City of Boynton Beach. The annexation parcel also satisfies the compactness standard of Section 177.043 (1) in being a .36-acre unified rectangular parcel.

The parcel satisfies Section 177.043 (2) in that the parcel is developed and is located within an area that is developed for urban purposes as defined in Section 171.031 of the Florida Statutes. The annexation parcel is located along a commercially developed major roadway corridor, with residential properties to the north developed in lots or tracts of less than 5 acres.

The statutory requirements for a voluntary annexation, which are described in Section 171.044, are only that: the petition for annexation bear the signatures of all owners of the property; the property to be annexed is contiguous to the municipality; the area to be annexed be reasonably compact; and the annexation must not create an enclave. As demonstrated above, the proposed annexation meets all of those standards.

Consistency with Comprehensive Plan: In accordance with the Boynton Beach Comprehensive Plan – Future Land Use Element, annexation may proceed through one of four approved methods. This application qualifies under the method of voluntary annexation by petition of the property owner. The applicant intends to concurrently submit applications for a land use amendment and rezoning to align with the City's land use designation and zoning classifications.

1. Demonstration of Need:

The property at 3604 Boynton Beach Blvd (sometimes referred to as "the parcel" or the "annexation parcel") is contiguous to the City of Boynton Beach on its eastern and southern boundaries. Adjacent to the east is Boulevard Plaza, a retail shopping center comprised of eight stores. To the south lies an Exxon gas station and an undeveloped parcel abutting a golf course. The parcel to the west, located in unincorporated Palm Beach County, is occupied by a law office. The northern boundary is bordered by a water-filled ditch and natural barriers, beyond which are single-family homes, though there is no access between these and the annexation parcel.

The applicant seeks annexation into the City of Boynton Beach to transition from its County Commercial High Future Land Use Designation and Commercial High Office (CHO) zoning designation to the City's Local Retail Commercial Future Land Use designation and Commercial 3 (C-3) zoning district. Both the land use and zoning proposed for the annexation parcel are exactly the same as the existing land use and zoning designations of the adjacent properties to the east, within the City of Boynton Beach.

The annexation parcel would require rezoning whether it remains in the County or is annexed into the City of Boynton Beach, to allow the proposed use of the existing building and parcel as a Medical Marijuana Treatment Center (MMTC). However, the dimensional requirements in the City zoning are better suited to the existing conditions; and annexing to the City of Boynton Beach, which can provide a more responsive city staff, is beneficial for servicing the needs of a retail use.

2. Consistency:

The parcel proposed for annexation is contiguous to a multi-tenant retail center zoned C-3, which supports uses compatible with the applicant's intended operation. The current and proposed uses are both commercial and retail, supporting the objectives and policies of the City's Comprehensive Plan, Redevelopment Plans, and related planning documents. This consistency in use and character supports the requested land use amendment and rezoning.

3. Compatibility

The proposed Future Land Use designation and zoning classification for the annexed parcel will be compatible with adjacent parcels and consistent with the C-3 zoning district. The proposed use—a Medical Marijuana Treatment Center (MMTC)—aligns with the permitted retail uses under the C-3 zoning category. Specifically, per the Boynton Beach Code of Ordinances Part III, Chapter 3, Article IV, Section 3.57.a.(2), medical marijuana dispensing facilities are classified under the Pharmacy and Drug Store use category within C-3.

Additionally, the proposed annexation parcel is compliant with the required separation distances. The nearest preschool property is over 1,000 feet from the subject parcel (measured parcel line to parcel line), and the nearest middle school is nearly 2,000 feet away, exceeding the statutory 500-foot minimum distance requirement.

4. Orderly Growth

The proposed annexation does not contribute to fragmented development patterns and will not create isolated or undevelopable parcels. The associated amendments to the Future Land Use Map (FLUM) and zoning district maps will support the existing use and promote the orderly growth and logical extension of the Boynton Beach city limits.

5. Location Efficiency

The proposed FLUM and zoning amendments support complementary and integrated land uses consistent with smart growth principles. The annexation parcel benefits from proximity to a mix of commercial uses, contributing to access to services, and overall connectivity with adjacent properties.

6. Availability of Public Services/Infrastructure

The subject parcel at 3604 Boynton Beach Blvd is located within an area already served by municipal infrastructure capable of supporting the proposed commercial retail use. In accordance with Chapter 1, Article VI – Concurrency Management System, the applicant recognizes that all development order applications, including those involving Future Land Use Map (FLUM) amendments and rezonings, are subject to concurrency review to ensure that development does not degrade the adopted Level of Service (LOS) standards outlined in the City's Comprehensive Plan.

As a commercial retail project, the relevant public facilities and services subject to concurrency review include:

- Potable water
- Sanitary sewer
- Solid waste disposal
- Stormwater drainage
- Local, county, and state roadways
- Parks and recreation, where applicable to support non-residential uses

The applicant acknowledges the obligation to pay any applicable capital facility charges or connection fees that would be due for the proposed change of use for the existing building on the annexation parcel that was last used as a beauty salon.

Because the proposed annexation and rezoning will involve an existing building last used for a beauty salon, the annexation and proposed new use are not expected to generate adverse infrastructure impacts that are unable to be supported by existing and planned public facilities. The exterior of the existing building will maintain its appearance, with only the interior to be remodeled. Therefore, the request complies with the City's Concurrency Management System and supports the responsible, sustainable expansion of commercial development within the City of Boynton Beach.

7. Economic Development Impact

The proposed annexation change of land use and rezoning of 3604 Boynton Beach Blvd to the Commercial 3 (C-3) zoning district will accommodate the proposed Medical Marijuana Treatment Center ("MMTC"), a use that will unlock a number of direct and indirect economic benefits to the City.

a. Fiscal Benefits and Tax Revenue Generation

MMTCs are high-revenue, customer-facing retail businesses subject to Florida's state sales tax on all medical marijuana product sales. In addition to contributing to the state's general revenue, MMTCs also generate tangible local economic benefit through the following:

- Increased ad valorem (property) tax revenue through redevelopment, renovation, and/or improvement of the parcel to meet City code and retail standards.
- Sales-based tax remittances, which factor into local shared revenue allocations from the state.
- Business tax receipts (local business taxes) required to operate within the City of Boynton Beach, contributing directly to the general fund.
- Employment-related taxes and wage circulation, supporting local economic vitality and adjacent commercial businesses.

Over time, these fiscal contributions help fund essential municipal services such as public safety, infrastructure, beautification, parks, and recreation—enhancing overall quality of life for residents and business owners alike.

b. Job Creation and Commercial Activation

As a retail business with secure, regulated operations, the MMTC will create new jobs in the areas of management, operations, compliance, and customer service. These positions offer competitive wages and benefits, providing opportunities for local residents to access stable, long-term employment in a growing sector.

Additionally, the MMTC will serve as an anchor retail use contributing to the economic viability of surrounding commercial tenants. This will support the activation of the corridor and may encourage further redevelopment of nearby underutilized parcels.

c. Market Responsiveness and Strategic Alignment

The proposal directly addresses a service gap in the surrounding area by offering access to regulated medical cannabis for qualified patients in a controlled and compliant environment. The proposed use supports Boynton Beach's broader economic development goals by:

- Activating a currently underutilized parcel;
- Advancing adaptive reuse and infill development;
- Promoting smart growth in areas with existing infrastructure;
- Attracting new investment within City boundaries.

In conclusion, the MMTC's establishment at this location represents a strategic opportunity for the City of Boynton Beach to expand its commercial tax base, stimulate corridor activity, and introduce new employment and service offerings — all while ensuring consistency with land use policy and compatibility with surrounding development.

8. Heavy Commercial and Industrial Land Supply

The proposed annexation and corresponding Future Land Use Map (FLUM) and zoning amendments do not diminish the City's viable land supply for heavy commercial or industrial development. The subject parcel is unsuitable for heavy commercial or industrial uses due to its limited size, configuration, and adjacency to low- and medium-intensity uses, including retail centers, a gas station, a golf course, and residential properties. Its location along a commercial corridor dominated by retail-oriented development makes it functionally incompatible with the operational needs and spatial requirements typically associated with heavy commercial or industrial use.

Additionally, the proposed annexation and zoning to C-3 would satisfy multiple Direct Economic Development Benefits as identified in Section 3(g) of the City's land development review criteria.

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

A/C = AIR CONDITIONER	FCC = FOUND CROSS CUT	PDE = PRIVATE DRAINAGE EASEMENT
AE = ACCESS EASEMENT	FF = FINISHED FLOOR	P/E = POOL EQUIPMENT
BFP = BACKFLOW PREVENTER	FND = FOUND	PG = PAGE
BSL = BUILDING SETBACK LINE	GV = GATE VALVE	PI = POINT OF INTERSECTION
BWF = BARBED WIRE FENCE	HWF = HOG WIRE FENCE	PID = PARCEL IDENTIFICATION NUMBER
(C) = CALCULATED	INST = INSTRUMENT NUMBER	PK = PARKER KALON NAIL
Δ = CENTRAL ANGLE	L = ARC LENGTH	P/L = PROPERTY LINE
CB = CHORD BEARING	LB = LICENSED BUSINESS	POB = POINT OF BEGINNING
CH = CHORD LENGTH	LE = LANDSCAPE EASEMENT	POC = POINT OF COMMENCEMENT
℄ = CENTER LINE	LME = LAKE MAINTENANCE EASEMENT	PRC = POINT OF REVERSE CURVATURE
CLF = CHAIN LINK FENCE	LS = LICENSED SURVEYOR	PRM = PERMANENT REFERENCE MONUMENT
CME = CANAL MAINTENANCE EASEMENT	(M) = MEASURED	PSM = PROFESSIONAL SURVEYOR & MAPPER
CNA = CORNER NOT ACCESSIBLE	MB = MAP BOOK	PT = POINT OF TANGENCY
CONC = CONCRETE	ME = MAINTENANCE EASEMENT	PUE = PUBLIC UTILITY EASEMENT
COV = COVERED	MHWL = MEAN HIGH WATER LINE	PVF = PLASTIC VINYL FENCE
C/S = CONCRETE SLAB	MN = MAG NAIL	PVUE = PRIVATE UTILITY EASEMENT
(D) = DEED	MW = MONITOR WELL	RP = RADIAL POINT
DB = DEED BOOK	N&D = NAIL AND DISK	R = RADIUS
DE = DRAINAGE EASEMENT	ORB = OFFICIAL RECORDS BOOK	RE = REAL ESTATE NUMBER
DH = DRILL HOLE	(C) = PLAT	RSR = RISER
DUE = DRAINAGE/UTILITY EASEMENT	PB = PLAT BOOK	R/W = RIGHT OF WAY
ELEV = ELEVATION	PC = POINT OF CURVATURE	SV = SEWER VALVE
EM = ELECTRIC METER	PCC = POINT OF COMPOUND CURVATURE	UE = UTILITY EASEMENT
EOW = EDGE OF WATER	PCP = PERMENANT CONTROL POINT	WF = WOOD FENCE
E/P = EDGE OF PAVEMENT		

= CATCH BASIN
= MANHOLE
= SANITARY MANHOLE
= POWER POLE
= FIRE HYDRANT
= LIGHT POLE
= WATER VALVE
=HANDICAP PARKING
= WATER METER
= TELEPHONE BOX
= CABLE TV BOX
= ELECTRIC BOX

WOOD
BRICK/PAVER/TILE
ASPHALT
CONCRETE

=BOUNDARY LINE
=BUILDING LINE
=EASEMENT LINE
=CENTERLINE
=RIGHT-OF-WAY LINE
= OVERHEAD UTILITY LINE
=ADJACENT PARCELS
=CHAIN LINK FENCE
=WOOD FENCE
=PLASTIC FENCE

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS REQUIRED PER AGREEMENT. ANY DOCUMENTS PROVIDED WITH THE TITLE COMMITMENT WILL BE REVIEWED.
2. UNLESS SPECIFICALLY SHOWN, THIS SURVEY DOES NOT LOCATE OVERHANGS, UNDERGROUND UTILITIES, IMPROVEMENTS, FOUNDATIONS, FOOTERS, OR OTHER SUBSURFACE STRUCTURES.
3. BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD, AS BEING, S 88°10'11" W, PER PLAT, ASSUMED.
4. THIS SURVEY IS PROVIDED SOLELY FOR THE PURPOSE OF FINANCING AND/OR SALE TRANSACTIONS. IT SHALL NOT BE USED FOR ANY CONSTRUCTION, PERMITTING, DESIGN, OR OTHER PURPOSES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING LAND SURVEYOR. ANY UNAUTHORIZED USE OF THIS SURVEY IS STRICTLY PROHIBITED, AND THE SURVEYOR DISCLAIMS ALL LIABILITY FOR SUCH USE.
5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. ANY INFORMATION SHOWN ON THE SURVEY IS BASED SOLELY ON DATA PROVIDED BY THE CLIENT AND MAY NOT BE COMPLETE.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. THE SURVEYOR IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OR MODIFICATION OF ANY FENCES.
7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO THE NAMED PARTIES. CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED THIRD PARTIES AND ARE NOT TRANSFERABLE.
9. UNLESS OTHERWISE NOTED, THIS IS A BOUNDARY SURVEY. AREA SIZES AND MEASUREMENTS SHOWN ARE BASED ON PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.
10. WALL TIES ARE TO THE FACE OF THE WALL AND SHALL NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
11. PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD PERSONALLY LIABLE FOR NEGLIGENCE.
12. THIS SURVEY DOES NOT CONSTITUTE PROOF OF OWNERSHIP. IT DOES NOT GUARANTEE OR WARRANT OWNERSHIP IN ANY FORM. THE SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING FROM DISPUTES OVER OWNERSHIP OF THE LANDS SHOWN AND DESCRIBED HEREON.
13. THIS SURVEY SHALL NOT BE ALTERED. ANY MODIFICATIONS TO THE ORIGINAL DOCUMENT ARE MADE AT THE RISK OF THE PARTY MAKING SUCH CHANGES. THE SURVEYOR AND COMPANY DISCLAIM ANY LIABILITY FOR ALTERATIONS NOT MADE BY THEM.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X (BFE N/A), PER F.I.R.M. MAP NUMBER 12099C0788G, DATED 12/20/24.

THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

JON SHOEMAKER LICENSE NUMBER LS 5144 STATE OF FLORIDA SURVEYOR & MAPPER

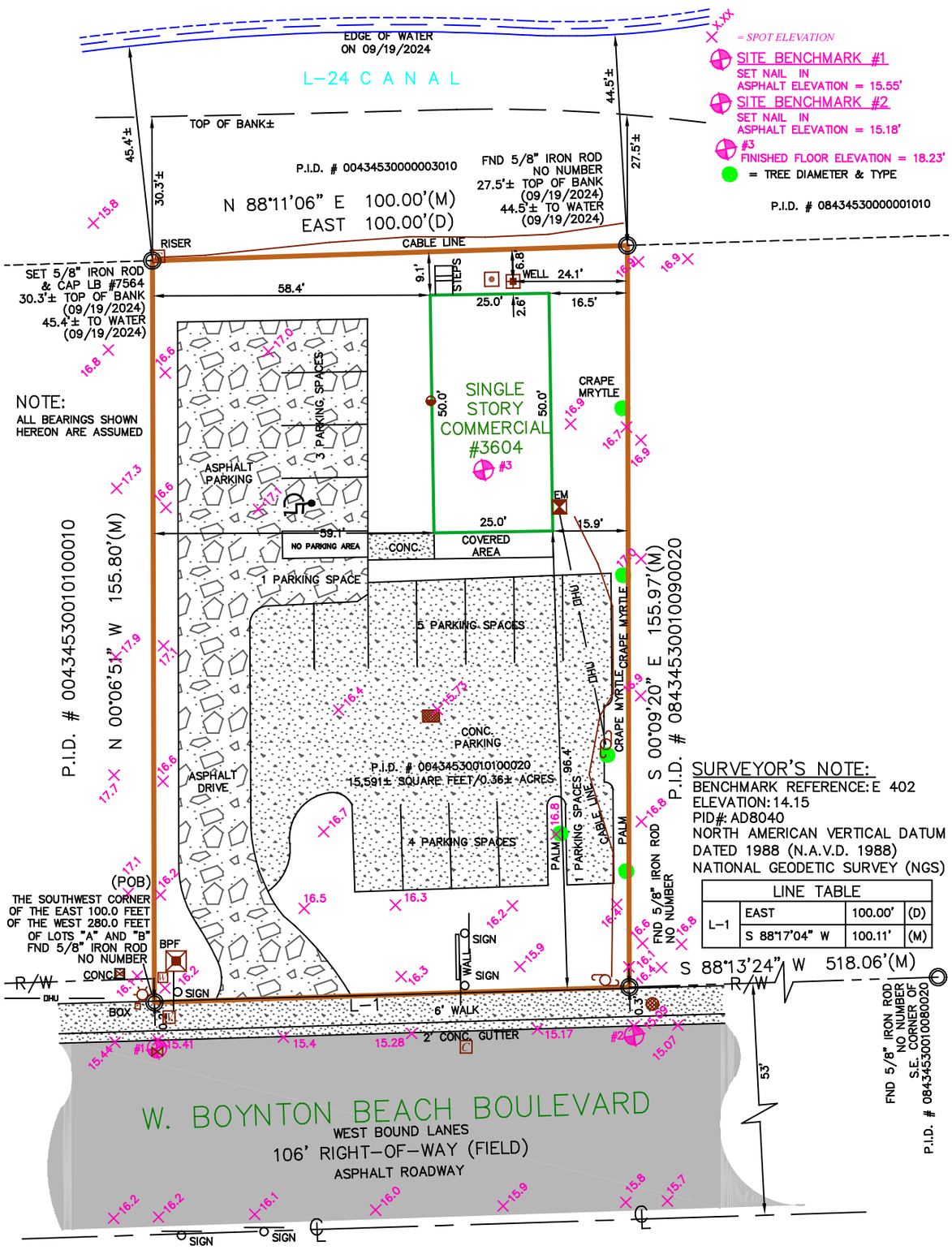
CERTIFIED BY: JON SHOEMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 470978, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.520.5453 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

BOUNDARY SURVEY



SURVEYOR'S NOTE:

BENCHMARK REFERENCE: E 402
ELEVATION: 14.15
PID#: AD8040
NORTH AMERICAN VERTICAL DATUM
DATED 1988 (N.A.V.D. 1988)
NATIONAL GEODETIC SURVEY (NGS)

LINE TABLE			
L-1	EAST	100.00'	(D)
	S 88°17'04" W	100.11'	(M)

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

FIRST CHOICE SURVEYING, INC.

POINTS OF INTEREST:
NONE APPARENT

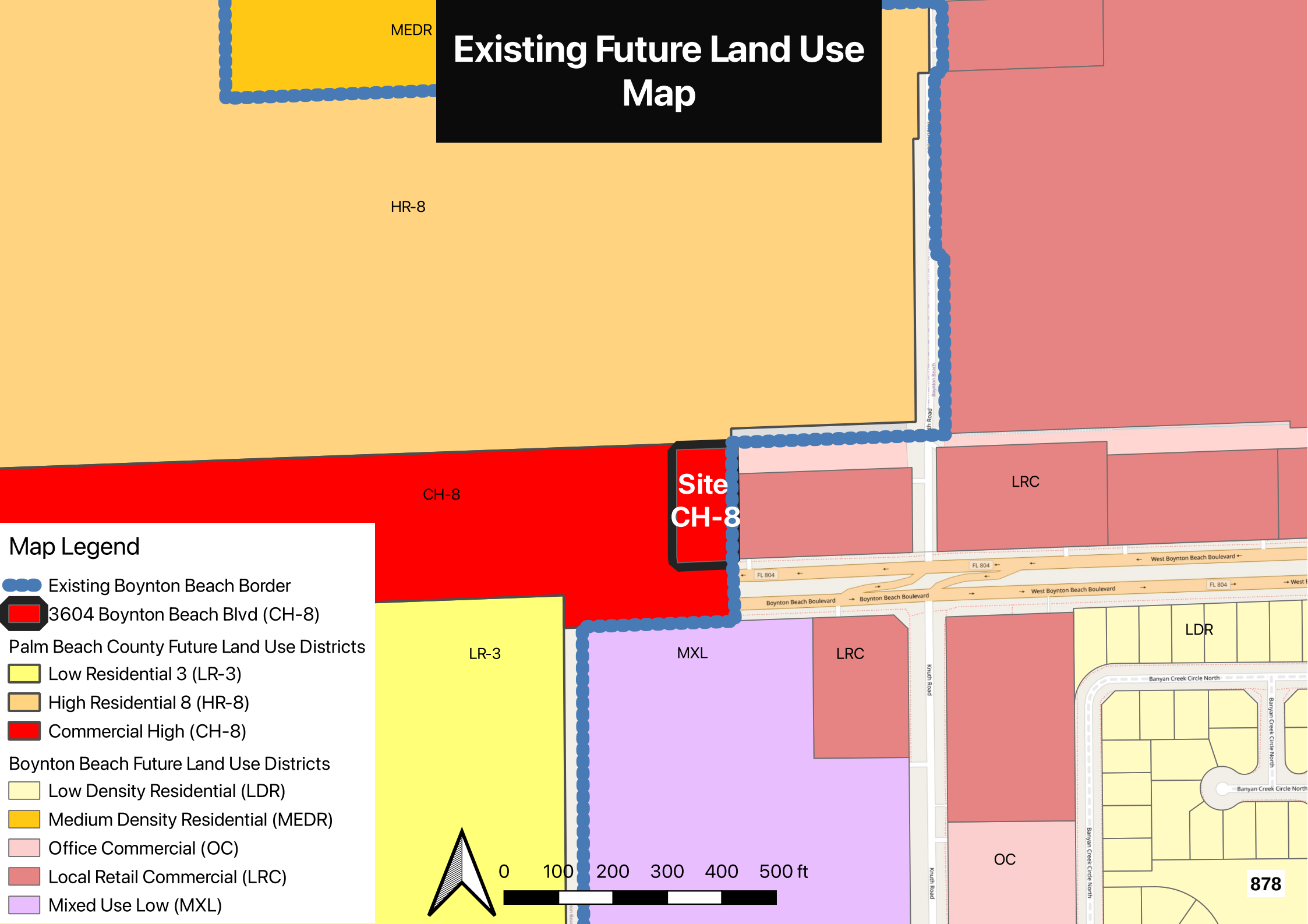
First Choice Surveying...
Your First Choice for Land Surveys

REVISIONS:

CLIENT NO:	N/A
JOB NO:	93529-02
FIELD DATE:	05/23/2025
DRAWN BY:	.G.
DRAWN DATE:	06/30/2025
CHECKED BY:	L.R.
APPROVED BY:	J.S.

SHEET 2 OF 2 (MAP OF SURVEY) - SEE SHEET 1 FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

Existing Future Land Use Map



Map Legend

- Existing Boynton Beach Border
- 3604 Boynton Beach Blvd (CH-8)

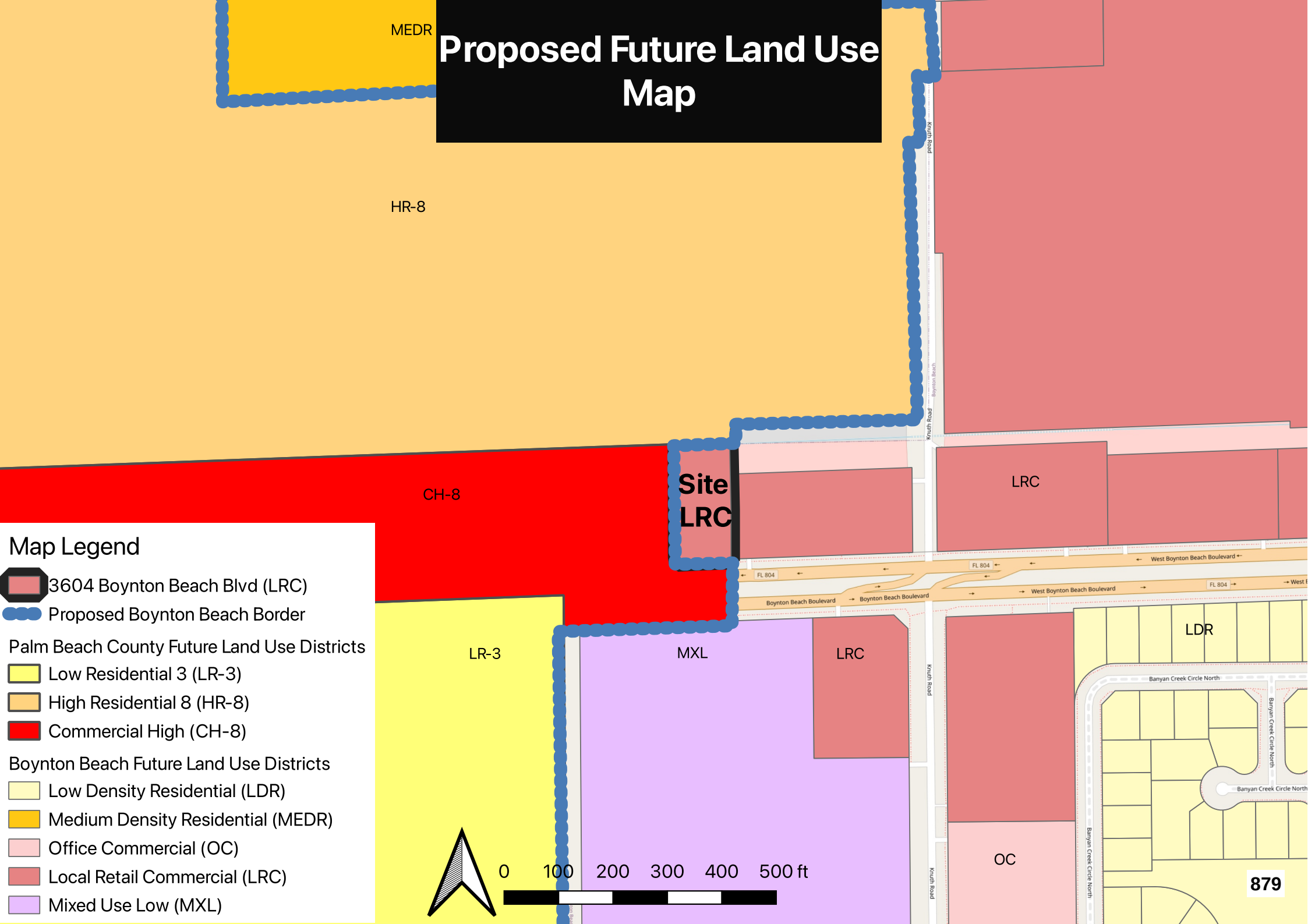
Palm Beach County Future Land Use Districts

- Low Residential 3 (LR-3)
- High Residential 8 (HR-8)
- Commercial High (CH-8)

Boynton Beach Future Land Use Districts

- Low Density Residential (LDR)
- Medium Density Residential (MEDR)
- Office Commercial (OC)
- Local Retail Commercial (LRC)
- Mixed Use Low (MXL)

Proposed Future Land Use Map



Map Legend

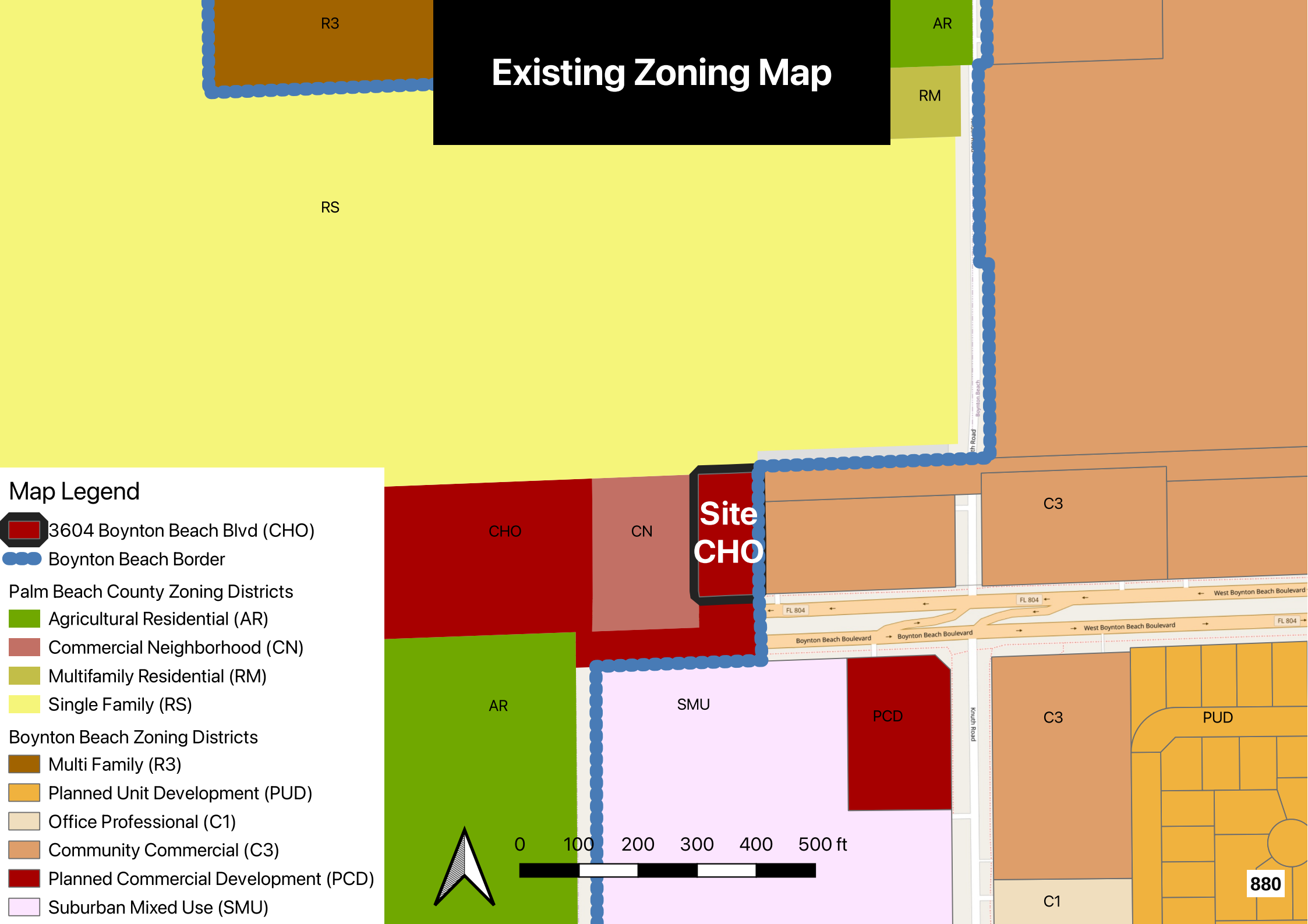
- 3604 Boynton Beach Blvd (LRC)
- Proposed Boynton Beach Border

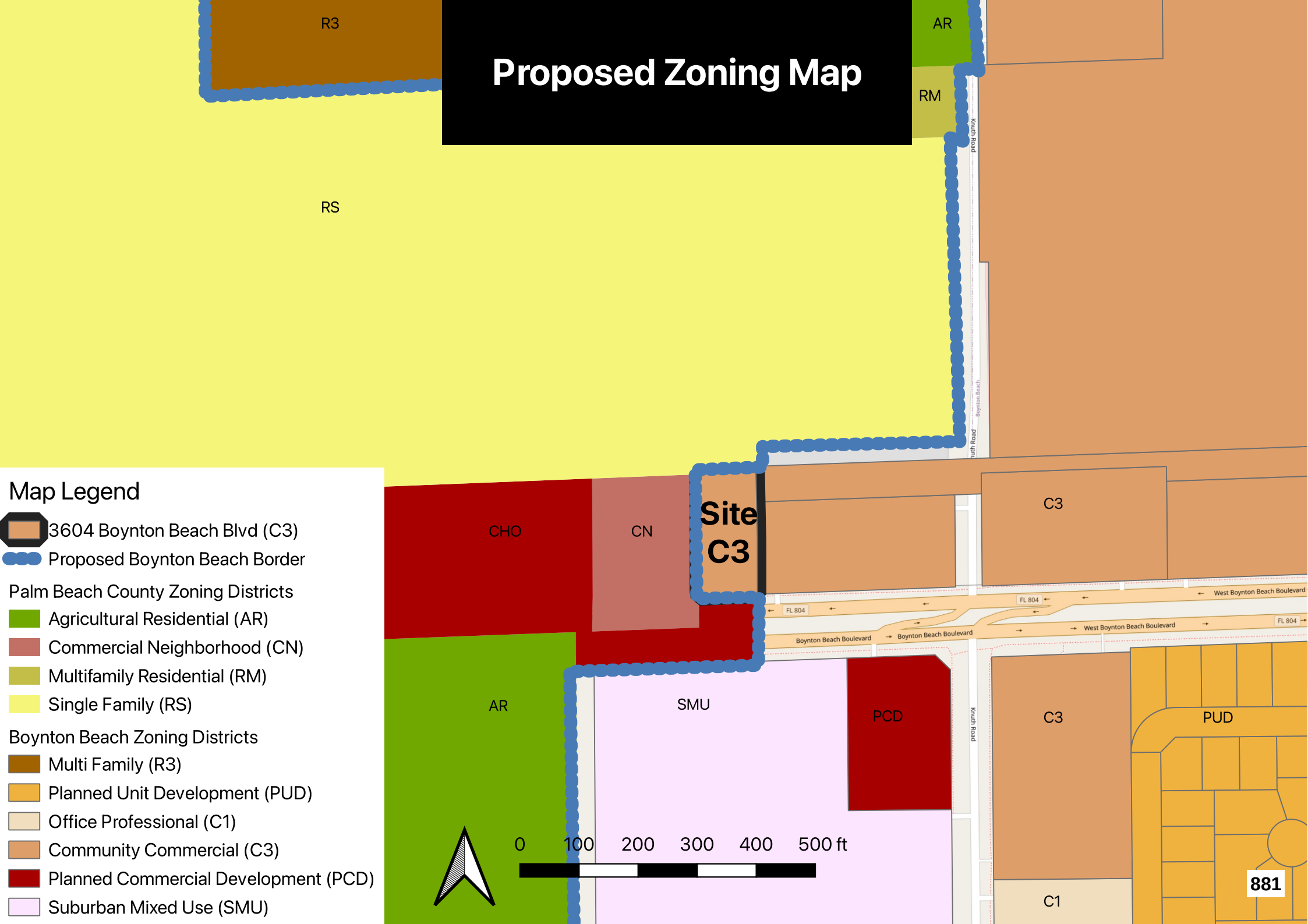
Palm Beach County Future Land Use Districts

- Low Residential 3 (LR-3)
- High Residential 8 (HR-8)
- Commercial High (CH-8)

Boynton Beach Future Land Use Districts

- Low Density Residential (LDR)
- Medium Density Residential (MEDR)
- Office Commercial (OC)
- Local Retail Commercial (LRC)
- Mixed Use Low (MXL)


Existing Zoning Map
R3
AR
RM
RS
CHO
CN
Site
CHO
C3
AR
SMU
PCD
C3
PUD
C1
880
Knuth Road
Boynton Beach Boulevard
West Boynton Beach Boulevard
FL 804
0
100
200
300
400
500 ft
Map Legend
3604 Boynton Beach Blvd (CHO)
Boynton Beach Border
Palm Beach County Zoning Districts
Agricultural Residential (AR)
Commercial Neighborhood (CN)
Multifamily Residential (RM)
Single Family (RS)
Boynton Beach Zoning Districts
Multi Family (R3)
Planned Unit Development (PUD)
Office Professional (C1)
Community Commercial (C3)
Planned Commercial Development (PCD)
Suburban Mixed Use (SMU)


Proposed Zoning Map
R3
AR
RM
RS
Knuth Road
Site
C3
CHO
CN
C3
FL 804
West Boynton Beach Boulevard
Boynton Beach Boulevard
AR
SMU
PCD
C3
PUD
C1
881
0
100
200
300
400
500 ft
Map Legend
3604 Boynton Beach Blvd (C3)
Proposed Boynton Beach Border
Palm Beach County Zoning Districts
Agricultural Residential (AR)
Commercial Neighborhood (CN)
Multifamily Residential (RM)
Single Family (RS)
Boynton Beach Zoning Districts
Multi Family (R3)
Planned Unit Development (PUD)
Office Professional (C1)
Community Commercial (C3)
Planned Commercial Development (PCD)
Suburban Mixed Use (SMU)

REAR SETBACK VARIANCE REQUEST

July 2, 2025

City of Boynton Beach
Planning Department
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435

Re: Rear Setback Variance Request—3604 Boynton Beach Boulevard (Parcel ID: 00435300101000 20)
Applicant: Curaleaf Florida, LLC
Proposed Use: Medical Marijuana Treatment Center (MMTC)
Current Zoning: Unincorporated Palm Beach County
Proposed Zoning: Community Commercial (C3)
Proposed Future Land Use: Local Retail Commercial (LRC)

I. Introduction
This variance request is submitted in conjunction with an annexation application and arises due to a discrepancy between the existing rear setback approved under Palm Beach County regulations and the setback standards required by the City of Boynton Beach. Specifically, the applicant is seeking a variance to maintain the existing 10-foot rear setback, where a 20-foot setback is required under City zoning standards. The subject property, located at 3604 Boynton Beach Boulevard, is also the subject of concurrent applications for annexation, a Future Land Use Map amendment, and a Zoning Map amendment to facilitate the conversion of the property from a hair salon to a Medical Marijuana Treatment Center (MMTC).

II. Compliance with Variance Criteria
Pursuant to Chapter 2, Article IV § 4 of the City's Code, the Board may grant a variance upon finding that enforcement would result in manifest injustice, would be contrary to the Code's purpose or public interest, and that all general criteria set forth in Chapter 2, Article IV, § 4 C. 1. are satisfied. The following analysis demonstrates full compliance:

a. Special Circumstances
The subject property's existing structure was legally constructed prior to this annexation request and is located 10 feet from the rear property line. The rear boundary directly abuts land owned by the Lake Worth Drainage District and a canal, which together create a permanent, physical separation from adjacent properties. This unique condition distinguishes the property from others and constitutes a special circumstance under the Code.

b. Hardship Not Self-Created

The current rear setback condition is the result of historic site development patterns. Constructed in 1975, the building predated both the applicant's ownership and the City's current regulatory framework. The hardship is not self-created; rather, it stems from longstanding site conditions and adjacent public infrastructure.

c. No Special Privilege
Granting the variance will not confer any special privilege denied to others. The canal's presence provides a substantial physical buffer, similar in function to a railroad or major right-of-way. The City's Code allows a reduction in similar circumstances, allowing up to a 50% reduction for railroad- or canal-adjacent parcels under ULDC Chapter 3, Article III, § 1. B. This request seeks equitable treatment consistent with that precedent.

d. Minimum Variance Necessary
The requested variance is the minimum necessary to maintain the existing structure and permit a reasonable use of the property. Full compliance would require demolition or costly reconfiguration, which is impractical and unnecessary given the existing canal buffer and the minimal impact on surrounding properties.

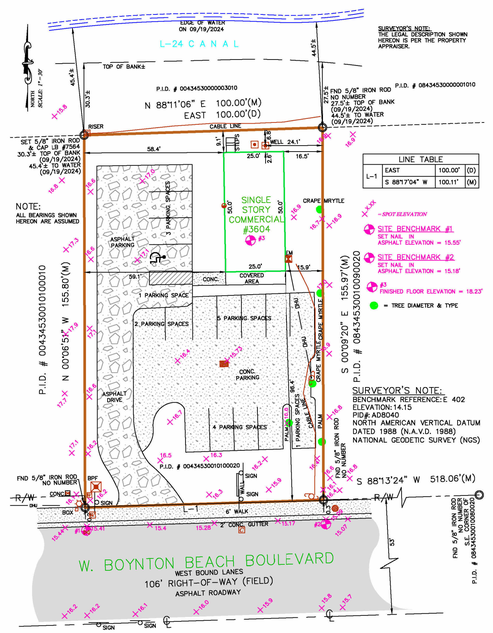
e. Harmony with Code Intent
Granting this variance is consistent with the intent of the City's Code, which allows for flexibility in addressing unique site conditions to facilitate orderly development. The canal and drainage parcel provide substantial separation, mitigating any potential adverse impacts on neighboring properties. The proposed MMTC use is compatible with the surrounding area and will not negatively affect public health, safety, or welfare.

III. Conclusion
This variance supports a broader land use and zoning entitlement strategy, including annexation, FLUM amendment, and rezoning, all of which are necessary to bring the site into conformance with City standards.

The relief requested is narrowly tailored to accommodate existing conditions and will not compromise the public interest, confer undue benefit, or create precedent beyond what is already supported by policy. We respectfully request approval of this variance application.

BOUNDARY SURVEY

SHEET 1 OF 2 (MAP OF SURVEY) - SEE SHEET TWO FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

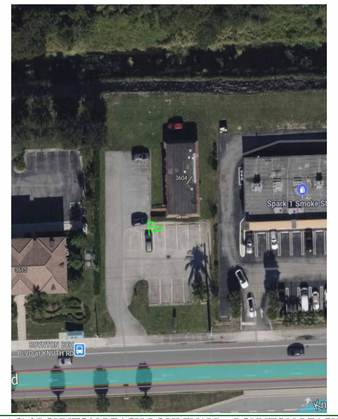


PROPERTY ADDRESS: *3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436*

POINTS OF INTEREST:	REVISIONS:	CLIENT NO:
NONE VISIBLE	*(REV.1 6/18/2025)*	JOB NO: 935.29-01
		FIELD DATE: 5/24/2025
First Choice Surveying... Your First Choice for Land Surveys		DRAWN BY: G.
		DRAWN DATE: 06/03/25
		CHECKED BY: L.R.
		APPROVED BY: J.S.

AERIAL VIEW

SHEET 2 OF 2 (SURVEY RELATED INFORMATION) - SEE SHEET ONE FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.
AERIAL PROVIDED IS FOR VIEWING PURPOSES ONLY AND MAY NOT SHOW CURRENT IMPROVEMENTS. AERIAL IS NOT TO SCALE.



PROPERTY ADDRESS: *3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436*

LEGAL DESCRIPTION:
THE EAST 100.0 FEET OF THE WEST 260.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 16, THE PALM BEACH FARMS CO. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 75, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD-RIGHTS-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR (1998) AND THEREAFTER.

LEGEND

AE = ACCESS EASEMENT	FND = FOUND	PE = PARKER KALON NAIL	= CATCH BASIN	= FIRE HYDRANT	W = WATER METER
BFP = BACKFLOW PREVENTER	FV = FIRE VALVE	PLS = PROFESSIONAL LAND SURVEYOR	= MANHOLE	= LIGHT POLE	T = TELEPHONE BOX
BSL = BUILDING SETBACK LINE	INST = INSTRUMENT NUMBER	POB = POINT OF BEGINNING	= SANITARY MANHOLE	= WATER VALVE	C = CABLE TV BOX
CB = CHORD BEARING	L = ARC LENGTH	POC = POINT OF COMMENCEMENT	= POWER POLE	= HANDICAP PARKING	E = ELECTRIC BOX
CL = CENTER LINE	LB = LANDSCAPE EASEMENT	PRC = POINT OF REVERSE CURVATURE	= AIR CONDITIONER	= MITERED END SECTION	= WELL HEAD
CM = CONCRETE MONUMENT	LME = LAKE MAINTENANCE EASEMENT	PRM = PERMANENT REFERENCE MONUMENT	= CLEANOUT		
CP = CONCRETE PIPE	M = MEASURED DISTANCE	PUDE = PUBLIC UTILITY & DRAINAGE EASEMENT	= TEMPORARY BENCHMARK		= BOUNDARY LINE
CR = CENTER LINE	MB = MAP BOOK	PT = POINT OF TANGENCY			= BUILDING LINE
CME = CANAL MAINTENANCE EASEMENT	ME = MAINTENANCE EASEMENT	PUE = PUBLIC UTILITY EASEMENT			= EASEMENT LINE
CNA = CONCRETE NOT ACCESSIBLE	MHWL = MEAN HIGH WATER LINE	PVE = PRIVATE UTILITY EASEMENT			= CENTERLINE
COR = CORNER	MW = METER	RP = RADIAL POINT			= RIGHT-OF-WAY LINE
COV = COVERED	NAD = NAIL AND DISC	R/W = RIGHT OF WAY			= OVERHEAD UTILITY LINE
CS = CONCRETE SLAB	NAVD = NORTH AMERICAN VERTICAL DATUM	RLS = REGISTERED LAND SURVEYOR			= ADJACENT PARCELS
DD = DEED	ORB = OFFICIAL RECORDS BOOK	SF = SQUARE FOOT			= CONCRETE BLOCK LINE
DE = DRAINAGE EASEMENT	P = PLAT	SQ FT = SQUARE FOOT			= METAL FENCE
DH = DRAINAGE HEAD	PB = PLAT BOOK	R/W = RIGHT OF WAY			= WOOD FENCE
DH = DRILL HOLE	PC = POINT OF CURVATURE	SQ FT = SQUARE FOOT			= PLASTIC FENCE
DUE = DRAINAGE UTILITY EASEMENT	PCC = POINT OF COMPOUND CURVE	UE = UTILITY EASEMENT			
ELEV = ELEVATION	PCP = PERMANENT CONTROL POINT	UP = UTILITY POLE			
EM = ELECTRIC METER	PDE = PRIVATE DRAINAGE EASEMENT	WM = WATER METER			
EOP = EDGE OF PAVEMENT	PI = POINT OF INTERSECTION	= PICS OR MINUS			
EOW = EDGE OF WATER	PID = PARCEL IDENTIFICATION NUMBER	= SPOT ELEVATION	WOOD	BRICK/PAVER/TILE	
FCC = FOUND CROSS CUT	PI = POINT OF INTERSECTION	= SURFACE WATER SHEET FLOW	ASPHALT	CONCRETE	
FF = FINISHED FLOOR	PID = PARCEL IDENTIFICATION NUMBER				

SURVEYOR'S NOTES:

1. THIS SURVEY AND MAP IS CERTIFIED TO AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL AND/OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS NEED PER AGREEMENT. ANY PULLED DOCUMENTS PROVIDED WITH THIS TITLE COMMITMENT WILL BE REVIEWED. IF ADDITIONAL DOCUMENTS AND/OR REVIEWS OF THE CLIENT ARE REQUESTED, THERE MAY BE ADDITIONAL FEES INCURRED.
2. UNLESS SHOWN, UNDERGROUND UTILITIES, IMPROVEMENTS, FOUNDATIONS, FOOTERS, AND/OR SUBSURFACE STRUCTURES ARE NOT LOCATED ON THIS SURVEY.
3. BEARINGS ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF BOYNTON BEACH BOULEVARD, AS BEING, S 88°09'31" W, PER PLAT, ASSUMED.
4. THE PURPOSE OF THIS SURVEY IS FOR THE USE OF FINANCING AND/OR SALE TRANSACTION, AND DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP AND IS NOT PERMITTED FOR USE WITH ANY CONSTRUCTION/PERMITTING PURPOSES WITHOUT WRITTEN CONSENT FROM THE LAND SURVEYOR WHOM SIGNED AND SEALED THIS SURVEY.
5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT OF WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS NOT SHOWN ON PLAT TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN. IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY CLIENT AND MAY NOT BE COMPLETE.
6. FENCE OWNERSHIP NOT DETERMINED. THE SURVEYOR WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL AND/OR CHANGES TO ANY FENCES UNLESS THE SURVEY WAS PROVIDED SPECIFICALLY FOR FENCE LOCATION PURPOSES.
7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THE SURVEY IS EXCLUSIVE FOR THE USE OF THE PARTIES TO WHOM IT IS CERTIFIED. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.
9. THIS IS A BOUNDARY SURVEY UNLESS OTHERWISE NOTED AND TIES SHOWN HEREON ARE TO THE PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.
10. WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
11. PURSUANT TO FS. 334.003, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE.
12. THIS SURVEY IS NOT INTENDED TO BE PROOF OF OWNERSHIP AND IS NOT A GUARANTEE OR WARRANTY OF OWNERSHIP OF ANY KINDS, AND SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING IN THE DEFENSE, PROOF OR OR LOSS OF OWNERSHIP OF ANY OR ALL OF THE LANDS SHOWN AND DESCRIBED ON THIS SURVEY.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X(BFE N/A), PER F.I.R.M MAP NUMBER 12099C0788G, DATED 12/20/2024.

THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A AGENT SHOULD BE CONTACTED FOR VERIFICATION.

ORDERED BY:

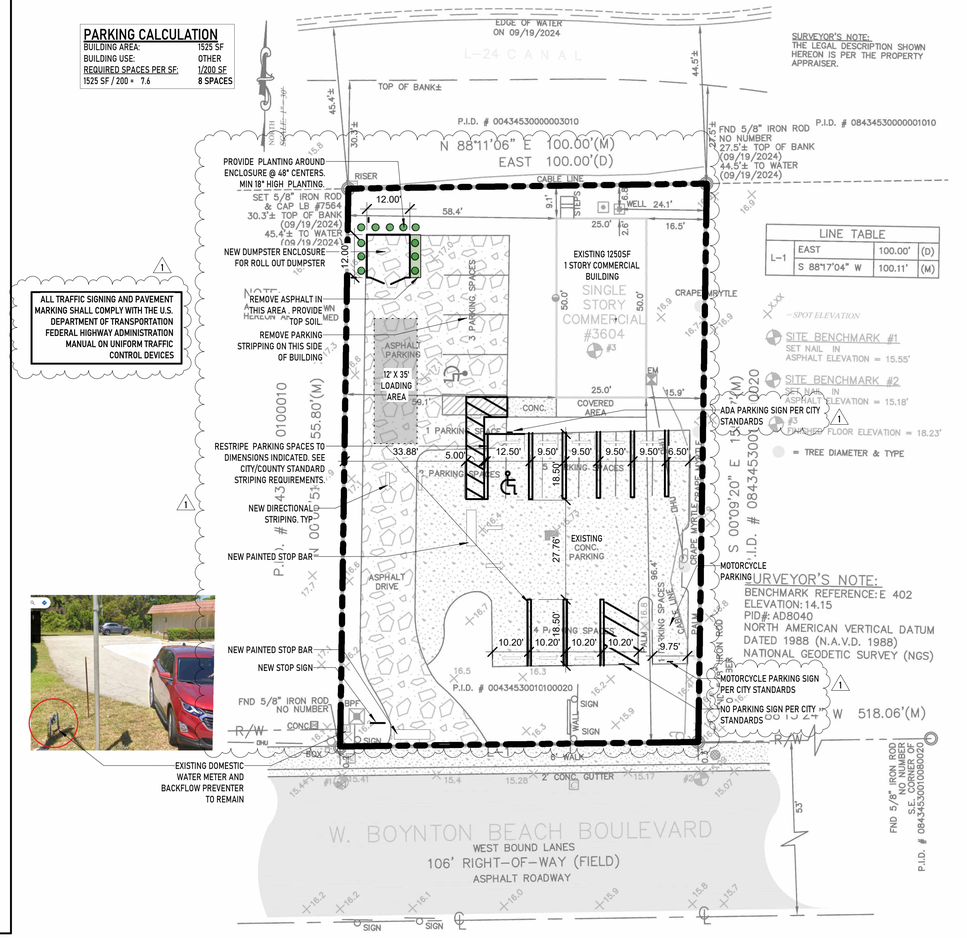
Digitally signed by Jon M. Shoemaker
Date: 2025.06.20 12:01:48 -04'00'

DATE SIGNED: 06/03/25

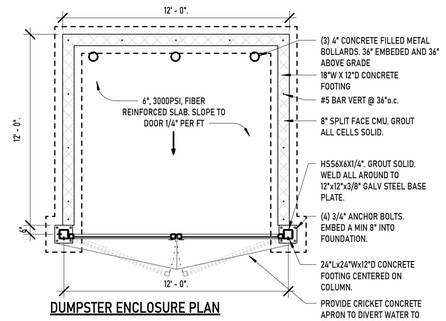
PARKING CALCULATION

BUILDING AREA:	1535 SF
BUILDING USE:	OTHER
REQUIRED SPACES PER SF:	1/200 SF
1525 SF / 200 = 7.6	8 SPACES

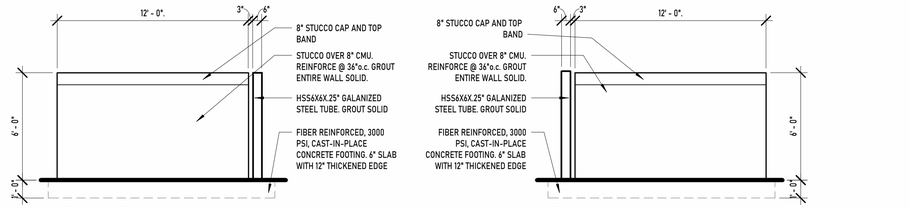
ALL TRAFFIC SIGNING AND PAVEMENT MARKING SHALL COMPLY WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES



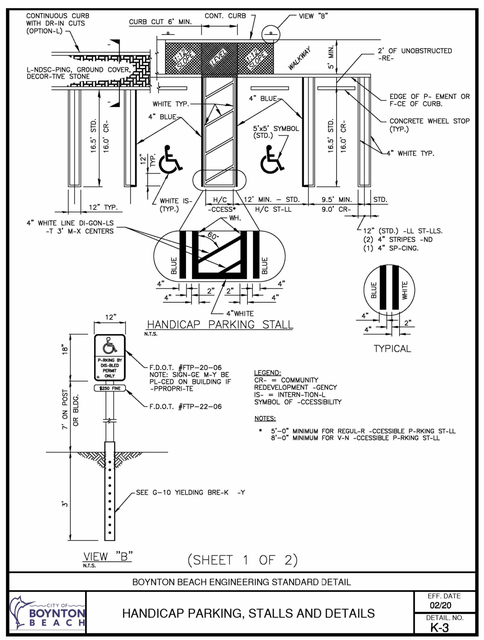
1 PROPOSED SITE PLAN
1" = 20'-0"



DUMPSTER ENCLOSURE PLAN



2 DUMPSTER ENCLOSURE PLAN AND ELEVATIONS
1/4" = 1'-0"



BOYNTON BEACH ENGINEERING STANDARD DETAIL

CITY OF BOYNTON BEACH	HANDICAP PARKING, STALLS AND DETAILS	EFF. DATE 02/20
		DETAIL. NO. K-3

8/6/2025 12:53:05 PM

(SHEET 1 OF 2)

ZACH KASKY ARCHITECTURE PROFESSIONAL DESIGN
PO Box 780173, Orlando, FL 32878
407-910-5554
info@zkarch.com | www.zkarch.com

PROJECT

curaleaf

BOYNTON BEACH
TENANT ALTERATIONS
3604 BOYNTON BEACH BLVD, BOYNTON BEACH, FL 33436

CONSULTANT

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED BY ZACHARY KASKY USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE ELECTRONIC SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

DRAWING CERTIFICATION

STATE OF FLORIDA ZACHARY T. KASKY REGISTERED ARCHITECT AR97739

Zachary T Kasky 2025.08.06 12:53:44 -04'00'

ZACHARY T. KASKY LIC.# AR97739
IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THESE DRAWINGS UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT.

REVISIONS

Number	Description	Date
1	REV01	08/06/2025

DRAWING TITLE

EXISTING SURVEY AND NEW SITE PLAN

PROJECT # 2024054

DATE JUNE 26, 2025

SHEET # G1.00

© COPYRIGHT 2025 ZACH KASKY ARCHITECTURE, LLC

3604 Boynton Beach Blvd, Boynton Beach, FL

Curaleaf Florida LLC

Annexation, Future Land Use Map, Variance, and Zoning Change Request Application

Legal Description

"THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS ""A"" AND ""B"", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS ""A"" AND ""B"", THENCE NORTH 00°06'51"" WEST, 155.80 FEET; THENCE NORTH 88°11'06"" EAST, 100.00 FEET; THENCE SOUTH 00°09'20"" EAST, 155.97 FEET; THENCE SOUTH 88°17'04"" WEST, 100.11 FEET TO THE POINT OF BEGINNING. CONTAINING: 15,591 SQUARE FEET/ 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER."

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Commissioners
THRU:	Amanda B. Radigan, AICP Director of Planning and Development
FROM:	Gabe Sevigny, Principal Planner
DATE:	October 9, 2025
PROJECT:	Curaleaf Florida LLC Annexation 2025.07.4275
REQUEST:	Approve Curaleaf Florida LLC request for Annexation of 0.36 acres, Future Land Use Map Amendment from Palm Beach County's Commercial High with an Underlying HR-8 (CH/8) to Local Retail Commercial (LRC) and rezoning from Palm Beach County's Commercial High Office (CHO) to Community Commercial District (C-3) consisting of approximately 0.36 acres, site is located at 3604 West Boynton Beach Boulevard, and a Variance request for a rear yard setback of 9.1 feet where 20 feet is require for an existing structure.

PROJECT DESCRIPTION

Property Owner:	OFS Property holdings LLC
Applicant:	Curaleaf Florida LLC
Address:	3604 West Boynton Beach Boulevard
Location:	The north side of Boynton Beach Boulevard, approximately 400 feet west of the Knuth Road and Boynton Beach Boulevard intersection.
Existing Land Use:	Palm Beach County Commercial High with an Underlying MR-8 (CH/8)
Proposed Land Use:	Local Retail Commercial (LRC)
Existing Zoning:	Palm Beach County Commercial High Office (CHO)

Proposed Zoning: Community Commercial (C-3)

Proposed Use: Medical Marijuana Treatment Center

Variance: A request for a 9.1 foot rear yard setback where 20 feet is required for the C-3 Zoning district for an existing structure.

Acreage: 0.36 acres

Adjacent Uses:

North: Multi-Family, FLUM classification of High Residential, 8 units per acre (HR-8).

South: Vacant, FLUM classification of Local Retail Commercial (LRC) and zoned Mixed-Use Suburban District (SMU).

East: Commercial, FLUM classification of Local Retail Commercial (LRC) and zoned Community Commercial (C-3)

West: Commercial, FLUM classification Commercial High, with an Underlying HR-8 (CH-8) and zoned Neighborhood Commercial District (CN)

BACKGROUND

The subject area is located in unincorporated Palm Beach County and is contiguous to the City of Boynton Beach on the eastern boundary. The site is currently has a Palm Beach County Future Land Use designation of CH/8 and is zoned Palm Beach County CHO. The parcel is currently developed with an existing 1,250 square foot structure with ancillary site improvements. The applicant has submitted an application to voluntarily annex the property into the City of Boynton Beach and change the future land use and zoning to LRC and C-3, respectively, which would permit a Medical Marijuana Treatment Center at this location.

An application for a voluntary annexation is required to be accompanied by a Future Land Use Map Amendment and Rezone. As such, the application is requesting a C-3 zoning designation. However, in order to rezone, the site must meet the requirements of the zoning district requested. As the site is already developed, the current location of the structure is 9.1 feet from the rear property line, while the C-3 zoning districts requires a minimum of 20 feet. The applicant is requesting a Variance for the rear yard setback of 9.1 feet where 20 feet is required.

Review of the proposed annexation by staff finds the application meets the statutory conditions: the parcel is contiguous to the City boundary and “reasonably compact” in that it does not create enclaves or pockets.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 21, 2025 staff sent a preliminary notification of the proposed annexation to the Palm Beach County Administrator and Planning Director and on September 12, 2025 notification of the Public Hearing was sent via certified mail. Comments will be provided to City Commission once received.

PROCESS

Since the size of the property under consideration does not exceed 50 acres, does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and is not located within an area of critical state concern, the proposed Future Land Use Map amendment is subject to the small-scale comprehensive plan amendment process per provisions of Chapter 163.3187, Florida Statutes.

REVIEW BASED ON CRITERIA FOR FUTURE LAND USE MAP AND REZONE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

This request is accompanied by a request for annexation. The parcel currently has a Palm Beach County zoning and future land use designation, which would not be appropriate once the property is annexed into the City. Furthermore, the location has existing uses and structures and is developed. The proposed FLU classifications and proposed zoning allow for existing uses to be in compliance.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.4.1 *The City shall encourage a mixture of quality light industrial, commercial and office uses within commercial and industrial*

districts where such projects would not create significant land use conflicts and adequate public facilities are available to serve such uses.

Policy 1.9.1 *New development and redevelopment shall be consistent with the policies of the Future Land Use Element and conform to the Future Land Use Map or, if applicable, comply with the future land use recommendations of the CRA Community Redevelopment Plan and any future redevelopment plans.*

Policy 1.15.1 *The City shall continue to promote the orderly annexation of lands consistent with Chapter 171, Florida Statutes.*

Policy 1.15.3 *The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district. Reclassification and rezoning of properties annexed through city-initiated actions can be postponed for up to 6 months unless improvements are requested.*

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The area is currently developed with a land use pattern established for commercial along Boynton Beach Boulevard. While the request is a Future Land Use Map Amendment and Rezone, there is no real change to the use of the building.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLUM and Rezoning designations will compliment the existing uses of the area as the area is already developed. The rezone and FLUM are required to applied at time of annexation.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department. Potable water is available adjacent to the site.

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

Traffic. Seet attached Traffic Letter, no adverse impacts are expected.

f. Compatibility. *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The area in question is already developed and is consistent with surrounding development for commercial and residential development.

g. Economic Development Impact Determination for Conventional Zoning Districts. *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

The site is currently developed. If approved, the C-3 zoning district does not decrease any intensity or number of uses with high probable economic development benefits. If approved, the proposed use and any future modifications would benefit the City of Boynton Beach.

h. <u>Commercial and Industrial Land Supply.</u> *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposal is for an area that is already developed as commercial. No changes are anticipated at this time.

i. <u>Alternative Sites.</u> *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

There are not comparable sites (this is a site looking for a development option, rather than a use looking for a site). See criterion "a.".

j. <u>Master Plan and Site Plan Compliance with Land Development Regulations.</u> *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

Section 2.D.1.e states that "A master plan shall be required when a privately-initiated application is made to rezone lands to a planned zoning district." The proposed zoning district is a conventional zoning district, therefore this criterion does not apply.

REVIEW BASED ON CRITERIA FOR VARIANCE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article IV, Section 4.D. These criteria are required to be part of a staff analysis when the proposal does not meet a dimensional standards established by the Land Development Regulations.

a. That special circumstances exist that are peculiar to the building, structure, or service system involved, and which are not applicable to others;

The site is currently developed and was developed following Palm Beach County Regulations. The request is for Annexation, Future Land Use Map Amendment, and Rezone. The current structure has a rear setback of 9.1 feet where 20 feet is required.

In order to conform to the City of Boynton Beach Land Use Regulations, the applicant is required to request a Variance. If Variance is not approved, the application is deemed denied.

b. That the special conditions and circumstances do not result form the action or inaction of the applicant;
The current applicant is not responsible for the initial permitting of the structure which was completed in 1975.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures, or service systems;
The granting of the variance will not confer any special privilege as there is canal located between the rear of the property and the multi-family development to the north creating an additional large separation.

d. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system; and
The requested variance is the minimum necessary to maintain the existing structure and permit reasonable use of the existing property.

e. That the granting of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to the public health, safety, and general welfare.
Granting of the variance will be in harmony with the general intent and purpose of this Code which allows for flexibility in addressing unique site conditions and to facilitate orderly development.

RECOMMENDATION

Staff has reviewed the proposed Annexation, Future Land Use Map Amendment, and Rezone against the review criteria provided in Chapter 2, Article II, Section 2, Subsections A.3, B.3.c & D.3, and has reviewed the proposed Variance against the review criteria provided in Chapter 2, Article, IV, Section 4.D and has found the proposal to meet the aforementioned criteria. Therefore staff recommends that the request be approved.

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.
10/21/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Proposed Ordinance No. 25-032- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the Future Land Use Map of the City of Boynton Beach, Florida, for an approximately 0.36 acre parcel of real property located at 3604 Boynton Beach Boulevard, by changing the future land use classification from Palm Beach County's Commercial High with an underlying MR-8 (CH/8) to City of Boynton Beach's Local Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-032, at second reading.

Explanation of Request: The existing area is located in unincorporated Palm Beach County, which has contiguity with the City of Boynton Beach on the eastern boundary. The site currently has a Palm Beach County Future Land Use designation of Commercial High, with an underlying MR-8 (CH/8), and is zoned Palm Beach County's Commercial High Office (CHO). The application submitted is an application to voluntarily annex the property into the City of Boynton Beach and change the Future Land Use Map to Local Retail Commercial (LRC), which would permit the requested uses at this location.

How will this affect city programs or services? See Curaleaf Florida LLC Annexation for full analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Curaleaf Florida LLC Annexation for full analysis.

Attachments:
Proposed_Ordinance_No._25-032- Curaleaf_Florida_Annexation_-_Future_Land_Use_Map_Amendment_Ordinance.docx
Staff Report - Curaleaf Florida, LLC
Exhibit A - Curaleaf Florida LLC Annexation - Legal Description and Survey
Exhibit B - Existing and Proposed Future Land Use Map
Business-impact-estimate_Agenda Item 3708-2025.docx

ORDINANCE NO. 25-032

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR AN APPROXIMATELY 0.36 ACRE PARCEL OF REAL PROPERTY LOCATED AT 3604 BOYNTON BEACH BOULEVARD, BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S COMMERCIAL HIGH WITH AN UNDERLYING MR-8 (CH/8) TO CITY OF BOYNTON BEACH'S LOCAL RETAIL COMMERCIAL (LRC); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted a Comprehensive Future Land Use Plan inclusive of a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the eastern boundary (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, the permitted uses within the Future Land Use Map category are compatible with the surrounding and existing land uses; and

WHEREAS, the Property owner has also applied to rezone the property from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3); and

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after public hearings, the City Commission, acting in its dual capacity as the Local Planning Agency and City Commission finds that the Future Land Use Map amendment is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed amendment complies with the City's Comprehensive Plan and consistent with Section 163.3184, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the Future Land Use Map amendment; and

WHEREAS, the City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations,

and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan as hereinafter provided.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. Ordinance No. 89-38 of the City is hereby amended to reflect the following: The City's Future Land Use Map is hereby amended from Palm Beach County's Future Land Use Designation of Commercial High with an Underlying MR-8 (CH/8) to City of Boynton Beach's Future Land Use Designation of Local Retail Commercial (LRC) for a parcel, as depicted in Exhibit "B."

Section 3: Amendment to Future Land Use Map. The Director of Planning and Zoning is further authorized to make the necessary changes as required to the Future Land Use Map to reflect the above stated change.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held

to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

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

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FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

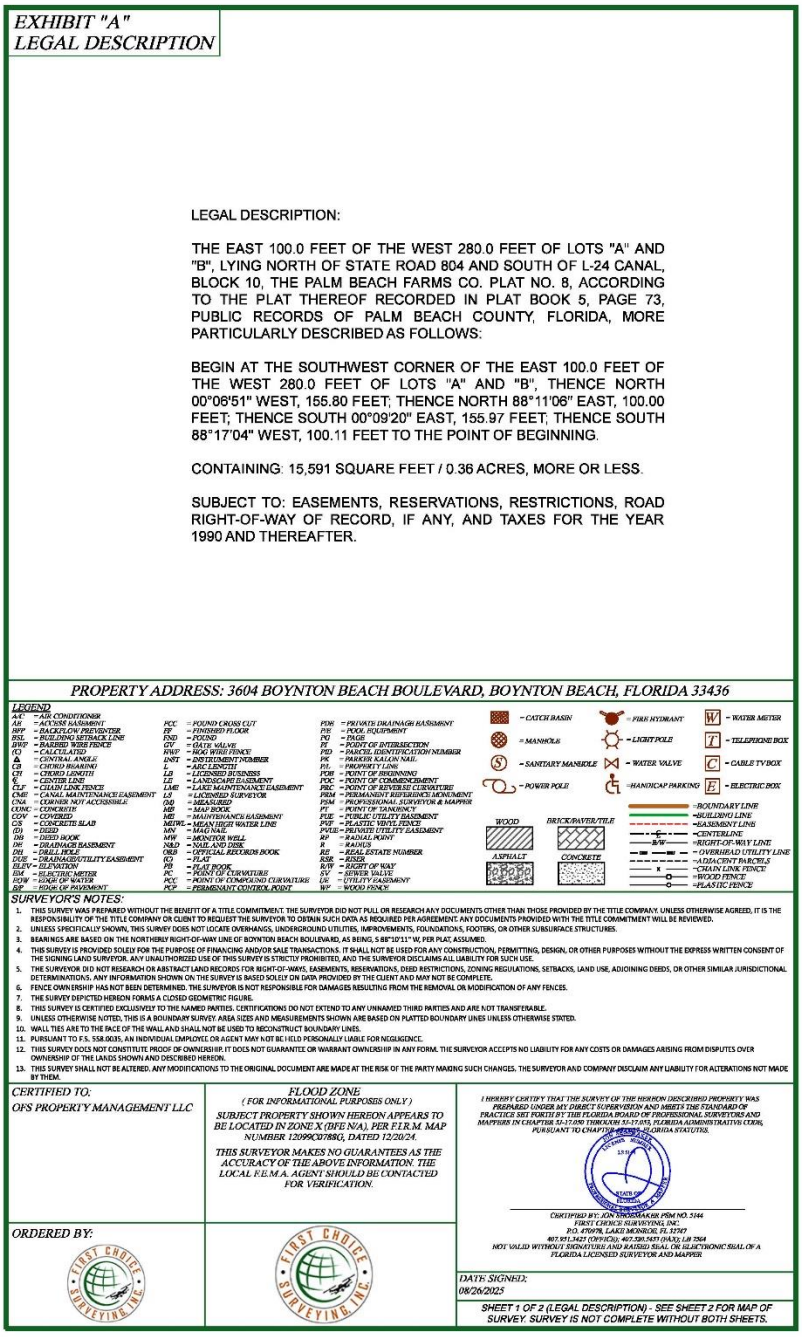

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

AC = AIR CONDITIONER	FCC = FOUND CROSS CUT	PDM = PRIVATE DRAINAGE EASEMENT	CATCH BASIN	FIRE HYDRANT	WATER METER
AE = ACCESS EASEMENT	FF = FINISHED FLOOR	PE = POOL EQUIPMENT	MANHOLE	LIGHT POLE	TELEPHONE BOX
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℄ = CENTER LINE	LME = LAKE MAINTENANCE EASEMENT	PRC = POINT OF REVERSE CURVATURE			
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WOOD | BRICK/PAVER/TILE | ASPHALT | CONCRETE

BOUNDARY LINE
BUILDING LINE
EASEMENT LINE
CENTERLINE
R/W RIGHT-OF-WAY LINE
OVERHEAD UTILITY LINE
ADJACENT PARCELS
CHAIN LINK FENCE
WOOD FENCE
PLASTIC FENCE

SURVEYOR'S NOTES:

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4. THIS SURVEY IS PROVIDED SOLELY FOR THE PURPOSE OF FINANCING AND/OR SALE TRANSACTIONS. IT SHALL NOT BE USED FOR ANY CONSTRUCTION, PERMITTING, DESIGN, OR OTHER PURPOSES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING LAND SURVEYOR. ANY UNAUTHORIZED USE OF THIS SURVEY IS STRICTLY PROHIBITED, AND THE SURVEYOR DISCLAIMS ALL LIABILITY FOR SUCH USE.
5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. ANY INFORMATION SHOWN ON THE SURVEY IS BASED SOLELY ON DATA PROVIDED BY THE CLIENT AND MAY NOT BE COMPLETE.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. THE SURVEYOR IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OR MODIFICATION OF ANY FENCES.
7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO THE NAMED PARTIES. CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED THIRD PARTIES AND ARE NOT TRANSFERABLE.
9. UNLESS OTHERWISE NOTED, THIS IS A BOUNDARY SURVEY. AREA SIZES AND MEASUREMENTS SHOWN ARE BASED ON PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.
10. WALL TIES ARE TO THE FACE OF THE WALL AND SHALL NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
11. PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD PERSONALLY LIABLE FOR NEGLIGENCE.
12. THIS SURVEY DOES NOT CONSTITUTE PROOF OF OWNERSHIP. IT DOES NOT GUARANTEE OR WARRANT OWNERSHIP IN ANY FORM. THE SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING FROM DISPUTES OVER OWNERSHIP OF THE LANDS SHOWN AND DESCRIBED HEREON.
13. THIS SURVEY SHALL NOT BE ALTERED. ANY MODIFICATIONS TO THE ORIGINAL DOCUMENT ARE MADE AT THE RISK OF THE PARTY MAKING SUCH CHANGES. THE SURVEYOR AND COMPANY DISCLAIM ANY LIABILITY FOR ALTERATIONS NOT MADE BY THEM.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE:
(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X (BFE N/A), PER F.I.R.M. MAP NUMBER 12099C0788G, DATED 12/20/24.
THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICES SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17 AND THROUGH 51-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CERTIFIED BY: JON SNODSMAKER, PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 470078, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.591.5471 (FAX); LB 7364
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

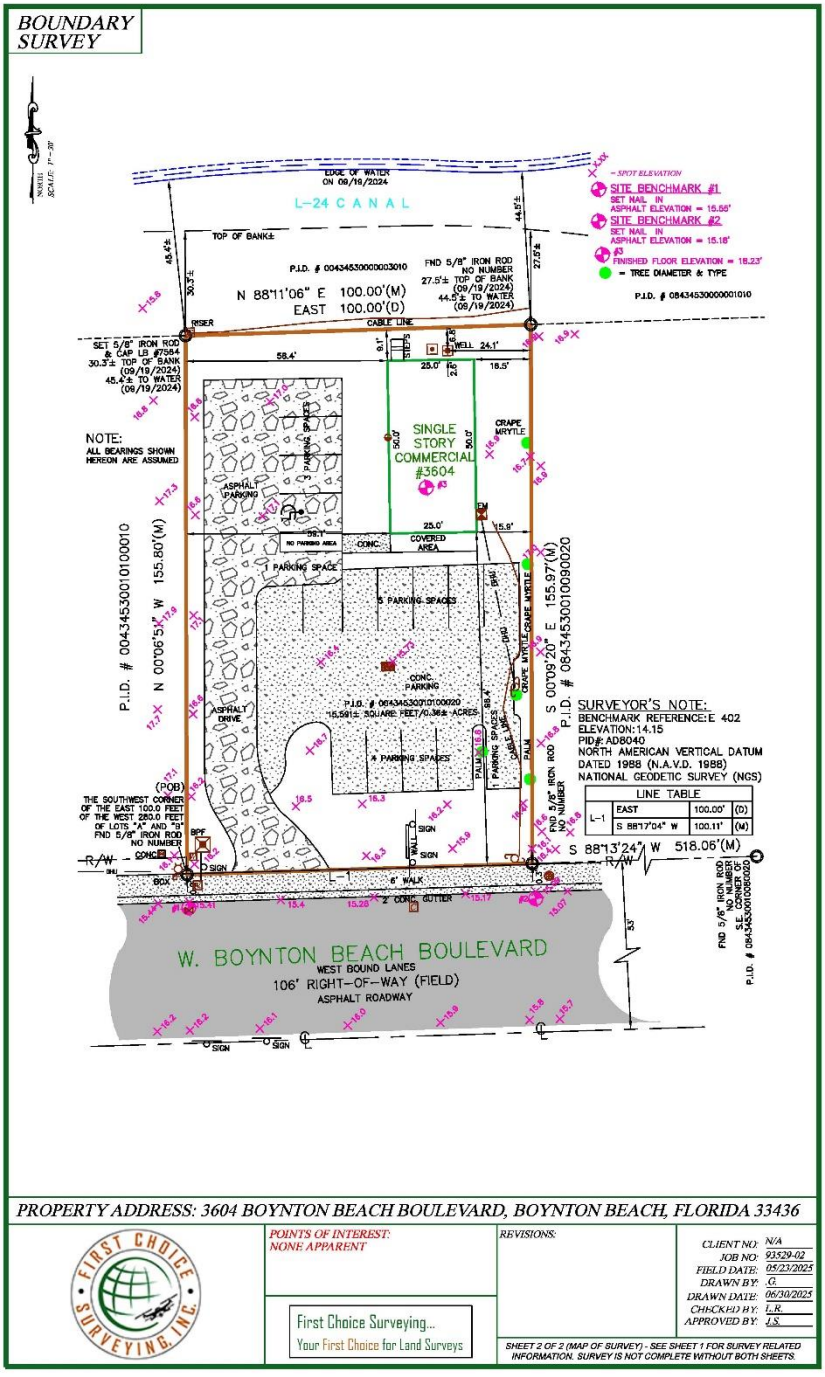
ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

09.23.25 (IG)

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.



09.23.25 (IG)

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Exhibit B
Future Land Use Map



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PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Commissioners
THRU:	Amanda B. Radigan, AICP Director of Planning and Development
FROM:	Gabe Sevigny, Principal Planner
DATE:	October 9, 2025
PROJECT:	Curaleaf Florida LLC Annexation 2025.07.4275
REQUEST:	Approve Curaleaf Florida LLC request for Annexation of 0.36 acres, Future Land Use Map Amendment from Palm Beach County's Commercial High with an Underlying HR-8 (CH/8) to Local Retail Commercial (LRC) and rezoning from Palm Beach County's Commercial High Office (CHO) to Community Commercial District (C-3) consisting of approximately 0.36 acres, site is located at 3604 West Boynton Beach Boulevard, and a Variance request for a rear yard setback of 9.1 feet where 20 feet is require for an existing structure.

PROJECT DESCRIPTION

Property Owner:	OFS Property holdings LLC
Applicant:	Curaleaf Florida LLC
Address:	3604 West Boynton Beach Boulevard
Location:	The north side of Boynton Beach Boulevard, approximately 400 feet west of the Knuth Road and Boynton Beach Boulevard intersection.
Existing Land Use:	Palm Beach County Commercial High with an Underlying MR-8 (CH/8)
Proposed Land Use:	Local Retail Commercial (LRC)
Existing Zoning:	Palm Beach County Commercial High Office (CHO)

Proposed Zoning: Community Commercial (C-3)

Proposed Use: Medical Marijuana Treatment Center

Variance: A request for a 9.1 foot rear yard setback where 20 feet is required for the C-3 Zoning district for an existing structure.

Acreage: 0.36 acres

Adjacent Uses:

North: Multi-Family, FLUM classification of High Residential, 8 units per acre (HR-8).

South: Vacant, FLUM classification of Local Retail Commercial (LRC) and zoned Mixed-Use Suburban District (SMU).

East: Commercial, FLUM classification of Local Retail Commercial (LRC) and zoned Community Commercial (C-3)

West: Commercial, FLUM classification Commercial High, with an Underlying HR-8 (CH-8) and zoned Neighborhood Commercial District (CN)

BACKGROUND

The subject area is located in unincorporated Palm Beach County and is contiguous to the City of Boynton Beach on the eastern boundary. The site is currently has a Palm Beach County Future Land Use designation of CH/8 and is zoned Palm Beach County CHO. The parcel is currently developed with an existing 1,250 square foot structure with ancillary site improvements. The applicant has submitted an application to voluntarily annex the property into the City of Boynton Beach and change the future land use and zoning to LRC and C-3, respectively, which would permit a Medical Marijuana Treatment Center at this location.

An application for a voluntary annexation is required to be accompanied by a Future Land Use Map Amendment and Rezone. As such, the application is requesting a C-3 zoning designation. However, in order to rezone, the site must meet the requirements of the zoning district requested. As the site is already developed, the current location of the structure is 9.1 feet from the rear property line, while the C-3 zoning districts requires a minimum of 20 feet. The applicant is requesting a Variance for the rear yard setback of 9.1 feet where 20 feet is required.

Review of the proposed annexation by staff finds the application meets the statutory conditions: the parcel is contiguous to the City boundary and “reasonably compact” in that it does not create enclaves or pockets.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 21, 2025 staff sent a preliminary notification of the proposed annexation to the Palm Beach County Administrator and Planning Director and on September 12, 2025 notification of the Public Hearing was sent via certified mail. Comments will be provided to City Commission once received.

PROCESS

Since the size of the property under consideration does not exceed 50 acres, does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and is not located within an area of critical state concern, the proposed Future Land Use Map amendment is subject to the small-scale comprehensive plan amendment process per provisions of Chapter 163.3187, Florida Statutes.

REVIEW BASED ON CRITERIA FOR FUTURE LAND USE MAP AND REZONE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

This request is accompanied by a request for annexation. The parcel currently has a Palm Beach County zoning and future land use designation, which would not be appropriate once the property is annexed into the City. Furthermore, the location has existing uses and structures and is developed. The proposed FLU classifications and proposed zoning allow for existing uses to be in compliance.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.4.1 *The City shall encourage a mixture of quality light industrial, commercial and office uses within commercial and industrial*

districts where such projects would not create significant land use conflicts and adequate public facilities are available to serve such uses.

Policy 1.9.1 *New development and redevelopment shall be consistent with the policies of the Future Land Use Element and conform to the Future Land Use Map or, if applicable, comply with the future land use recommendations of the CRA Community Redevelopment Plan and any future redevelopment plans.*

Policy 1.15.1 *The City shall continue to promote the orderly annexation of lands consistent with Chapter 171, Florida Statutes.*

Policy 1.15.3 *The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district. Reclassification and rezoning of properties annexed through city-initiated actions can be postponed for up to 6 months unless improvements are requested.*

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The area is currently developed with a land use pattern established for commercial along Boynton Beach Boulevard. While the request is a Future Land Use Map Amendment and Rezone, there is no real change to the use of the building.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLUM and Rezoning designations will compliment the existing uses of the area as the area is already developed. The rezone and FLUM are required to applied at time of annexation.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department. Potable water is available adjacent to the site.

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

Traffic. Seet attached Traffic Letter, no adverse impacts are expected.

f. Compatibility. *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The area in question is already developed and is consistent with surrounding development for commercial and residential development.

g. Economic Development Impact Determination for Conventional Zoning Districts. *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

The site is currently developed. If approved, the C-3 zoning district does not decrease any intensity or number of uses with high probable economic development benefits. If approved, the proposed use and any future modifications would benefit the City of Boynton Beach.

h. <u>Commercial and Industrial Land Supply.</u> *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposal is for an area that is already developed as commercial. No changes are anticipated at this time.

i. <u>Alternative Sites.</u> *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

There are not comparable sites (this is a site looking for a development option, rather than a use looking for a site). See criterion "a.".

j. <u>Master Plan and Site Plan Compliance with Land Development Regulations.</u> *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

Section 2.D.1.e states that "A master plan shall be required when a privately-initiated application is made to rezone lands to a planned zoning district." The proposed zoning district is a conventional zoning district, therefore this criterion does not apply.

REVIEW BASED ON CRITERIA FOR VARIANCE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article IV, Section 4.D. These criteria are required to be part of a staff analysis when the proposal does not meet a dimensional standards established by the Land Development Regulations.

a. That special circumstances exist that are peculiar to the building, structure, or service system involved, and which are not applicable to others;

The site is currently developed and was developed following Palm Beach County Regulations. The request is for Annexation, Future Land Use Map Amendment, and Rezone. The current structure has a rear setback of 9.1 feet where 20 feet is required.

In order to conform to the City of Boynton Beach Land Use Regulations, the applicant is required to request a Variance. If Variance is not approved, the application is deemed denied.

b. That the special conditions and circumstances do not result form the action or inaction of the applicant;
The current applicant is not responsible for the initial permitting of the structure which was completed in 1975.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures, or service systems;
The granting of the variance will not confer any special privilege as there is canal located between the rear of the property and the multi-family development to the north creating an additional large separation.

d. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system; and
The requested variance is the minimum necessary to maintain the existing structure and permit reasonable use of the existing property.

e. That the granting of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to the public health, safety, and general welfare.
Granting of the variance will be in harmony with the general intent and purpose of this Code which allows for flexibility in addressing unique site conditions and to facilitate orderly development.

RECOMMENDATION

Staff has reviewed the proposed Annexation, Future Land Use Map Amendment, and Rezone against the review criteria provided in Chapter 2, Article II, Section 2, Subsections A.3, B.3.c & D.3, and has reviewed the proposed Variance against the review criteria provided in Chapter 2, Article, IV, Section 4.D and has found the proposal to meet the aforementioned criteria. Therefore staff recommends that the request be approved.

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

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= MANHOLE
= SANITARY MANHOLE
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5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. ANY INFORMATION SHOWN ON THE SURVEY IS BASED SOLELY ON DATA PROVIDED BY THE CLIENT AND MAY NOT BE COMPLETE.
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7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO THE NAMED PARTIES. CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED THIRD PARTIES AND ARE NOT TRANSFERABLE.
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11. PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD PERSONALLY LIABLE FOR NEGLIGENCE.
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13. THIS SURVEY SHALL NOT BE ALTERED. ANY MODIFICATIONS TO THE ORIGINAL DOCUMENT ARE MADE AT THE RISK OF THE PARTY MAKING SUCH CHANGES. THE SURVEYOR AND COMPANY DISCLAIM ANY LIABILITY FOR ALTERATIONS NOT MADE BY THEM.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X (BFE N/A), PER F.I.R.M. MAP NUMBER 12099C0788G, DATED 12/20/24.

THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

JON SHOEMAKER LICENSE NUMBER LS 5144 STATE OF FLORIDA SURVEYOR & MAPPER

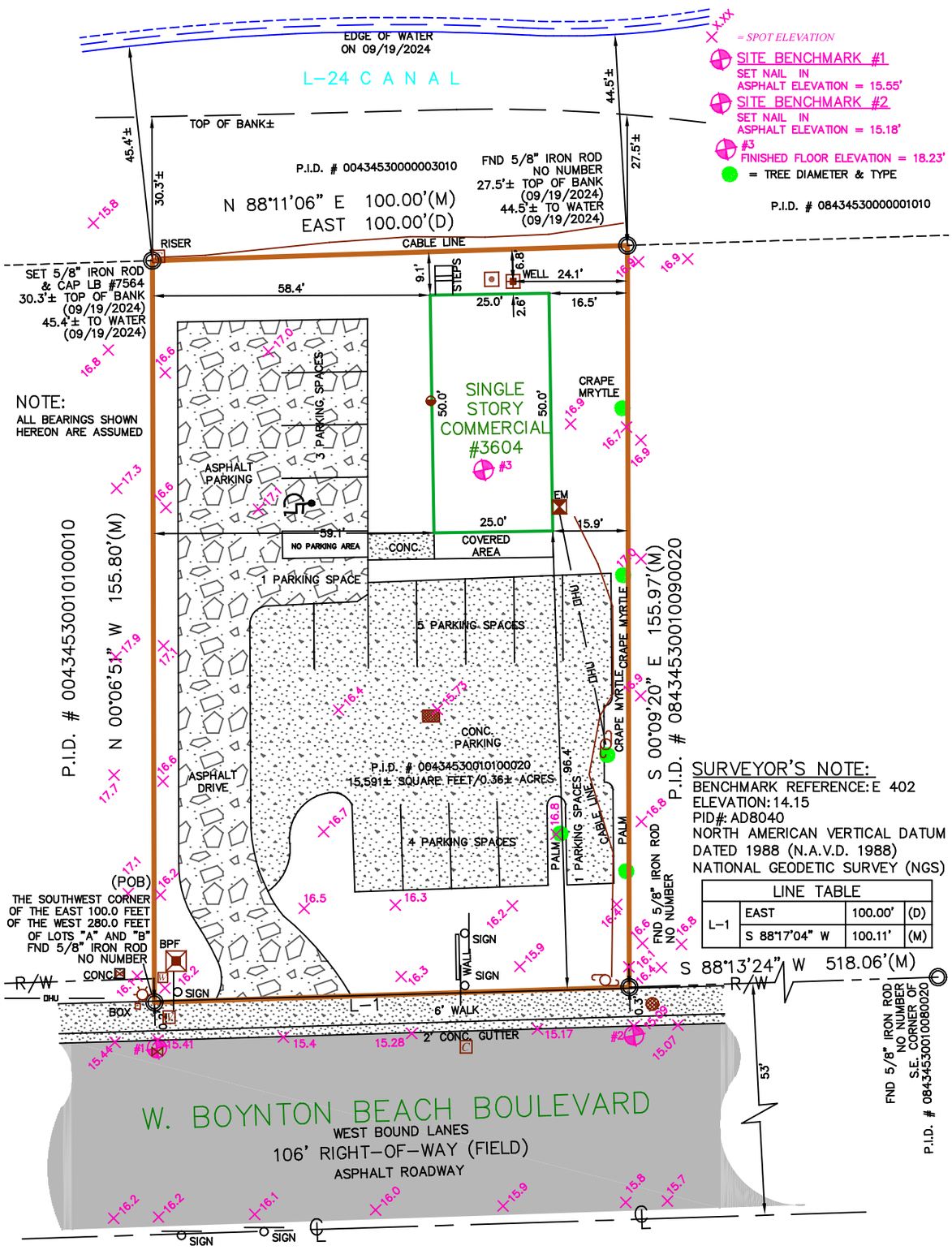
CERTIFIED BY: JON SHOEMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 470978, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.320.5453 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

BOUNDARY SURVEY



SURVEYOR'S NOTE:
BENCHMARK REFERENCE: E 402
ELEVATION: 14.15
PID#: AD8040
NORTH AMERICAN VERTICAL DATUM
DATED 1988 (N.A.V.D. 1988)
NATIONAL GEODETIC SURVEY (NGS)

LINE TABLE			
L-1	EAST	100.00'	(D)
	S 88°17'04" W	100.11'	(M)

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

FIRST CHOICE SURVEYING, INC.

POINTS OF INTEREST:
NONE APPARENT

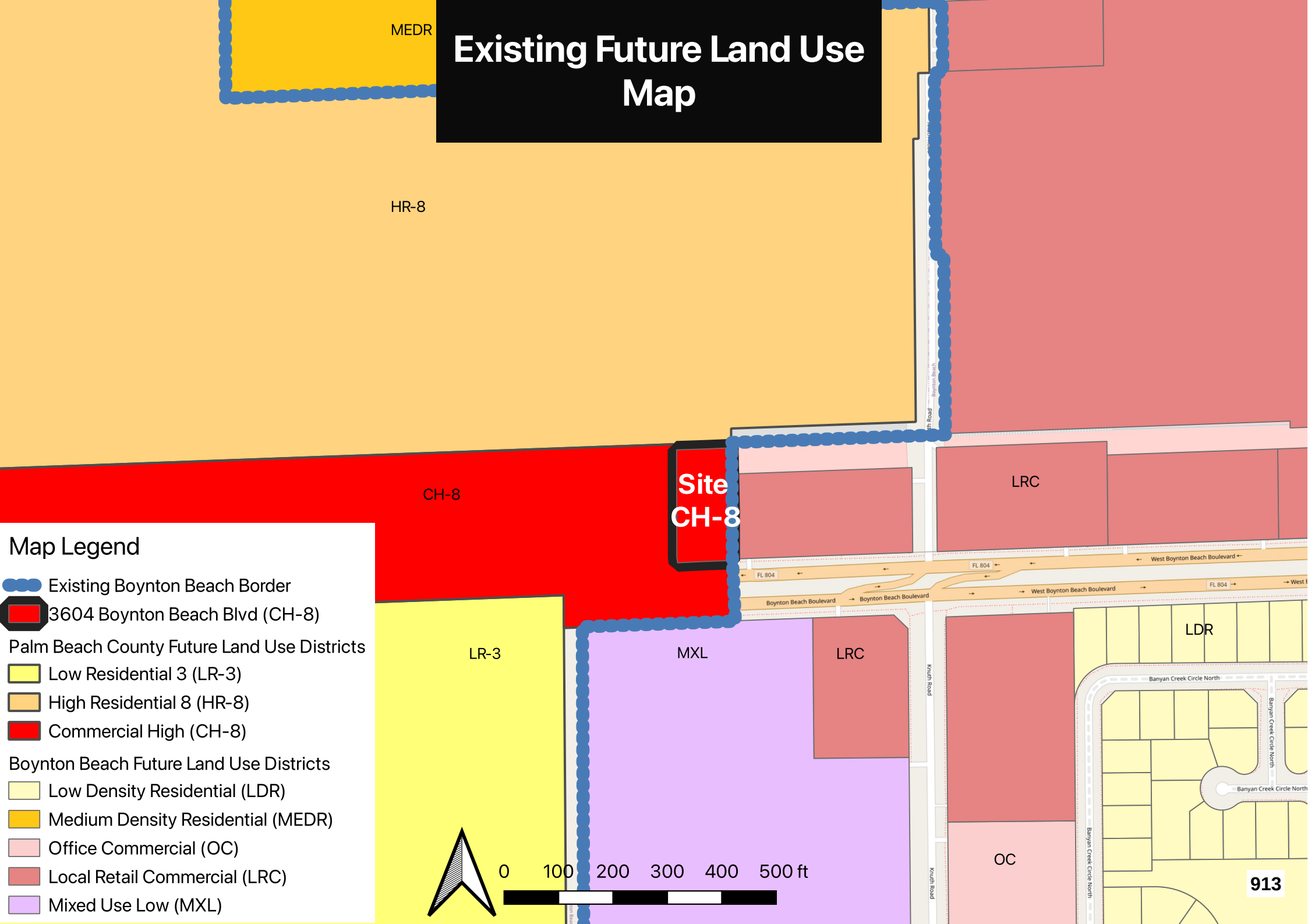
First Choice Surveying...
Your First Choice for Land Surveys

REVISIONS:

CLIENT NO:	N/A
JOB NO:	93529-02
FIELD DATE:	05/23/2025
DRAWN BY:	.G.
DRAWN DATE:	06/30/2025
CHECKED BY:	L.R.
APPROVED BY:	J.S.

SHEET 2 OF 2 (MAP OF SURVEY) - SEE SHEET 1 FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

Existing Future Land Use Map



Map Legend

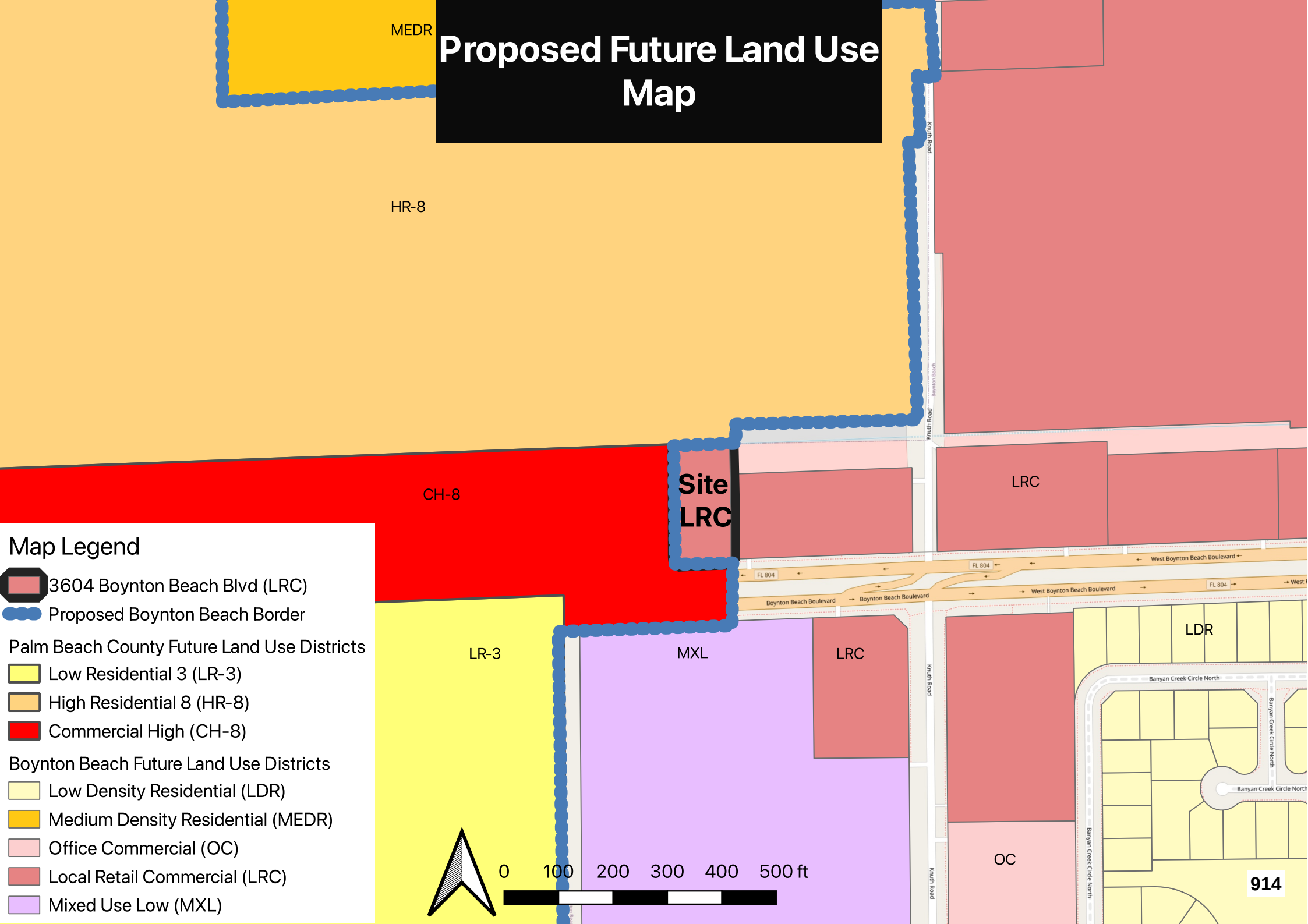
- Existing Boynton Beach Border
- 3604 Boynton Beach Blvd (CH-8)

Palm Beach County Future Land Use Districts

- Low Residential 3 (LR-3)
- High Residential 8 (HR-8)
- Commercial High (CH-8)

Boynton Beach Future Land Use Districts

- Low Density Residential (LDR)
- Medium Density Residential (MEDR)
- Office Commercial (OC)
- Local Retail Commercial (LRC)
- Mixed Use Low (MXL)


Proposed Future Land Use Map
MEDR
HR-8
CH-8
Site
LRC
LRC
LR-3
MXL
LRC
OC
LDR
Knuth Road
Boynton Beach Boulevard
West Boynton Beach Boulevard
FL 804
Banyan Creek Circle North
914
Map Legend
3604 Boynton Beach Blvd (LRC)
Proposed Boynton Beach Border
Palm Beach County Future Land Use Districts
Low Residential 3 (LR-3)
High Residential 8 (HR-8)
Commercial High (CH-8)
Boynton Beach Future Land Use Districts
Low Density Residential (LDR)
Medium Density Residential (MEDR)
Office Commercial (OC)
Local Retail Commercial (LRC)
Mixed Use Low (MXL)
0 100 200 300 400 500 ft

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR AN APPROXIMATELY XXX ACRE PARCEL OF REAL PROPERTY LOCATED AT 3604 BOYNTON BEACH BOULEVARD, BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S COMMERCIAL HIGH WITH AN UNDERLYING MR-8 (CH/8) TO CITY OF BOYNTON BEACH'S LOCAL RETAIL COMMERCIAL (LRC); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Curaleaf Florida LLC Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the eastern boundary is required to rezone from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3). The site currently has a Palm Beach County Future Land Use designation of Commercial High with an Underlying MR-8 (CH/8). The proposed amendment is to change the Future Land Use Map to City of Boynton Beach's Local Retail Commercial (LRC), which would permit the requested uses at this location. The City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations, and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

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.
10/21/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Proposed Ordinance No. 25-033- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Curaleaf Florida LLC annexation, amending ordinance no. 02-013 to rezone approximately 0.36 acres of unincorporated territory located at 3604 Boynton Beach Boulevard, from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-033, at second reading.

Explanation of Request: The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the eastern boundary. The site is currently zoned Palm Beach County's Commercial High Office (CHO). While there is a concurrent application for annexation, a site is required to be rezoned to the City of Boynton Beach's zoning classification at the time of annexation. The request is for a rezone to City of Boynton Beach's Community Commercial (C-3) in association with the Curaleaf Florida LLC Annexation and is consistent with the current uses of the site and adjacent properties.

How will this affect city programs or services? See Curaleaf Florida LLC for full analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Curaleaf Florida LLC for full analysis.

Attachments:
Ordinance_No._25-033- Curaleaf_Glorida_LLC_Annexation_-_Rezoning_CHO_to_C-3.docx
Staff Report - Curaleaf_Florida, LLC.doc
Exhibit A - Curaleaf Florida LLC Annexation - Legal Description and Survey
Exhibit B - Existing and Proposed Zoning Map
Business-impact-estimate_Agenda Item 3709-2025.docx

ORDINANCE NO. 25-033

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE CURALEAF FLORIDA LLC ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE APPROXIMATELY 0.36 ACRES OF UNINCORPORATED TERRITORY LOCATED AT 3604 BOYNTON BEACH BOULEVARD, FROM PALM BEACH COUNTY'S COMMERCIAL HIGH OFFICE (CHO) TO CITY OF BOYNTON BEACH'S COMMUNITY COMMERCIAL DISTRICT (C-3); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted Ordinance No. 02-013, establishing an official zoning map of the City; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the eastern boundary and is generally located at 3604 Boynton Beach Boulevard (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, in association with the Curaleaf Florida LLC annexation, the Property is required to rezone from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3); and

WHEREAS, the City Commission, sitting as the Local Planning Agency at a properly advertised hearing received testimony and evidence related to the application and found that the rezoning is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed rezoning is consistent with an amendment to the Future Land Use Map, which was contemporaneously considered and approved by the City Commission, complies with the City's Comprehensive Plan, and is consistent with Chapter 163, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the rezoning; and

WHEREAS, the City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map as further set forth herein.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. The Property described in Exhibit A is hereby rezoned from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3), and the City's Official Zoning Map shall be amended accordingly.

Section 3: Amendment to Zoning Map. The Director of Planning and Zoning is further authorized to make the necessary changes, as depicted in Exhibit B, as required to the City's Official Zoning Map to reflect the above-stated changes.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

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

Signatures on following page

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

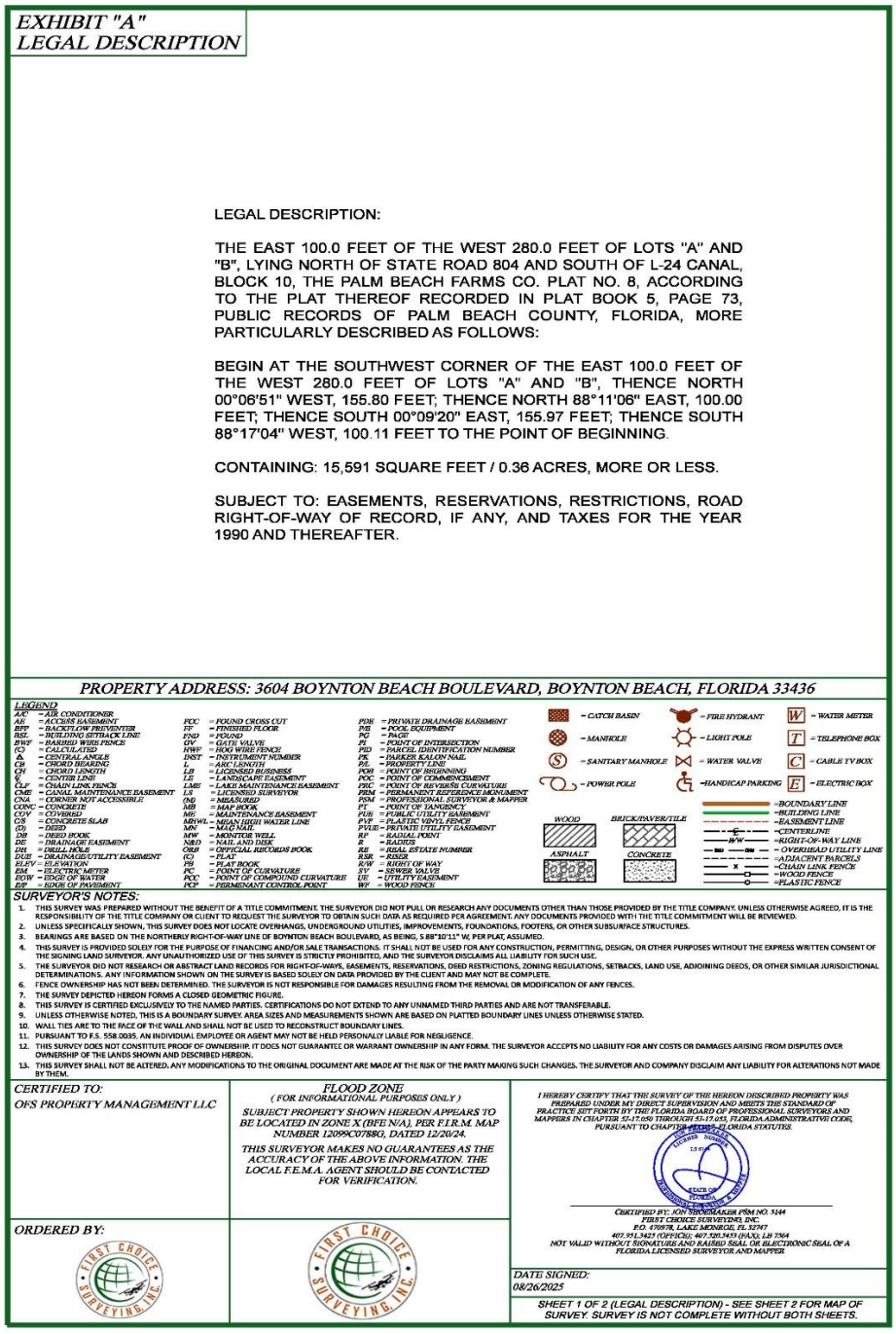


EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

AC	= AIR CONDITIONER	PCC	= FOUND CROSS CUT	PDR	= PRIVATE DRAINAGE EASEMENT		
AE	= ACCESS EASEMENT	FF	= FINISHED FLOOR	PE	= POOL EQUIPMENT		
BFP	= BACKFLOW PREVENTER	FND	= FOUND	PG	= PAGE		
BSL	= BUILDING SETBACK LINE	GV	= GATE VALVE	PI	= POINT OF INTERSECTION		
BWF	= BARBED WIRE FENCE	HWF	= HOG WIRE FENCE	PID	= PARCEL IDENTIFICATION NUMBER		
(C)	= CALCULATED	INST	= INSTRUMENT NUMBER	PK	= PARKER KALON NAIL		
Δ	= CENTRAL ANGLE	L	= ARC LENGTH	PL	= PROPERTY LINE		
CB	= CHORD BEARING	LB	= LICENSED BUSINESS	POB	= POINT OF BEGINNING		
CH	= CHORD LENGTH	LS	= LANDSCAPE EASEMENT	POC	= POINT OF COMMENCEMENT		
℄	= CENTER LINE	LME	= LAKE MAINTENANCE EASEMENT	PRC	= POINT OF REVERSE CURVATURE		
CLF	= CHAIN LINK FENCE	LS	= LICENSED SURVEYOR	PRM	= PERMANENT REFERENCE MONUMENT		
CME	= CANAL MAINTENANCE EASEMENT	(M)	= MEASURED	PSM	= PROFESSIONAL SURVEYOR & MAPPER		
CNA	= CORNER NOT ACCESSIBLE	MB	= MAP BOOK	PT	= POINT OF TANGENCY		
CONC	= CONCRETE	ME	= MAINTENANCE EASEMENT	PUE	= PUBLIC UTILITY EASEMENT		
COV	= COVERED	MHWL	= MEAN HIGH WATER LINE	PVF	= PLASTIC VINYL FENCE		
CS	= CONCRETE SLAB	MV	= MAG NAIL	PVUE	= PRIVATE UTILITY EASEMENT		
(D)	= DEED	MW	= MONITOR WELL	RP	= RADIAL POINT		
DB	= DEED BOOK	N&D	= NAIL AND DISK	R	= RADIUS		
DE	= DRAINAGE EASEMENT	ORB	= OFFICIAL RECORDS BOOK	RE	= REAL ESTATE NUMBER		
DH	= DRILL HOLE	(S)	= PLAT	RSR	= RISER		
DUE	= DRAINAGE/UTILITY EASEMENT	PB	= PLAT BOOK	R/W	= RIGHT OF WAY		
ELEV	= ELEVATION	PC	= POINT OF CURVATURE	SV	= SEWER VALVE		
EM	= ELECTRIC METER	PCC	= POINT OF COMPOUND CURVATURE	UE	= UTILITY EASEMENT		
EOW	= EDGE OF WATER	PCP	= PERMENANT CONTROL POINT	WF	= WOOD FENCE		
EP	= EDGE OF PAVEMENT						

= CATCH BASIN
= MANHOLE
= SANITARY MANHOLE
= POWER POLE
= FIRE HYDRANT
= LIGHT POLE
= WATER VALVE
= HANDICAP PARKING
= WATER METER
= TELEPHONE BOX
= CABLE TV BOX
= ELECTRIC BOX
WOOD
BRICK/PAVER/TILE
ASPHALT
CONCRETE
= BOUNDARY LINE
= BUILDING LINE
= EASEMENT LINE
= CENTERLINE
= RIGHT-OF-WAY LINE
= OVERHEAD UTILITY LINE
= ADJACENT PARCELS
= CHAIN LINK FENCE
= WOOD FENCE
= PLASTIC FENCE

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS REQUIRED PER AGREEMENT. ANY DOCUMENTS PROVIDED WITH THE TITLE COMMITMENT WILL BE REVIEWED.
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CERTIFIED TO:
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(FOR INFORMATIONAL PURPOSES ONLY)
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I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CERTIFIED BY: JON STICKMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 479978, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.520.5433 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

09.23.25 (IG)

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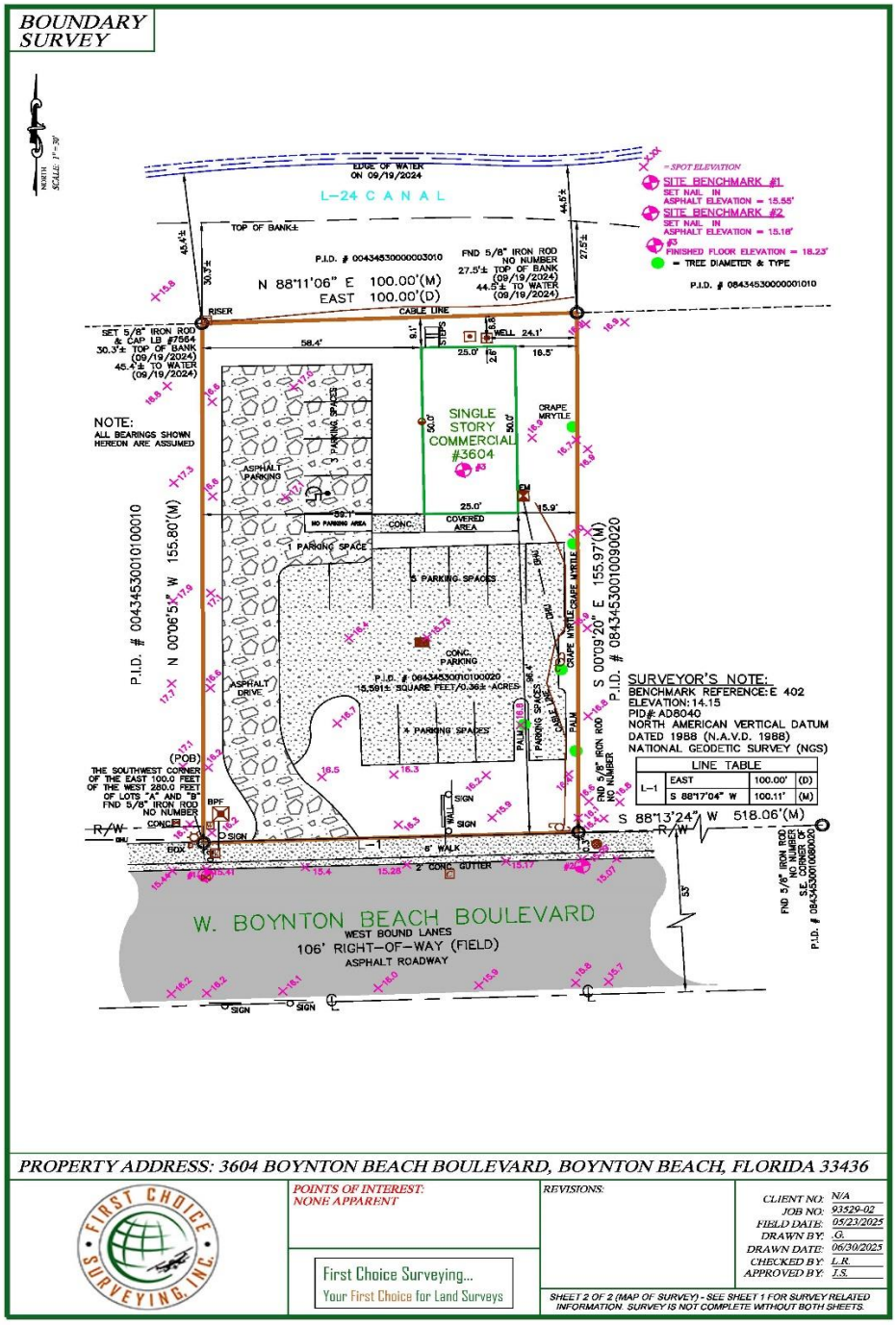


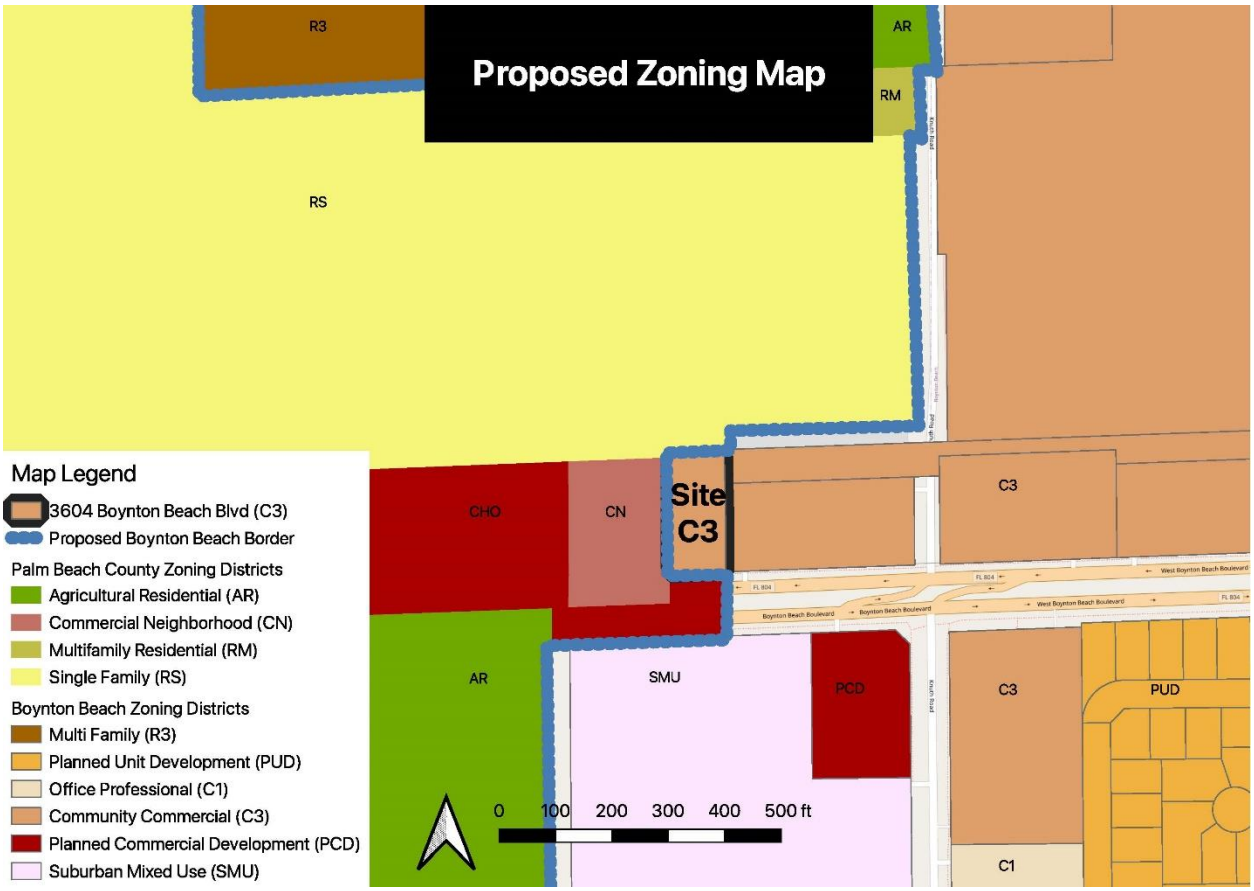
09.23.25 (IG)

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Exhibit B
Amended Zoning Map



CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.



CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Commissioners
THRU:	Amanda B. Radigan, AICP Director of Planning and Development
FROM:	Gabe Sevigny, Principal Planner
DATE:	October 9, 2025
PROJECT:	Curaleaf Florida LLC Annexation 2025.07.4275
REQUEST:	Approve Curaleaf Florida LLC request for Annexation of 0.36 acres, Future Land Use Map Amendment from Palm Beach County's Commercial High with an Underlying HR-8 (CH/8) to Local Retail Commercial (LRC) and rezoning from Palm Beach County's Commercial High Office (CHO) to Community Commercial District (C-3) consisting of approximately 0.36 acres, site is located at 3604 West Boynton Beach Boulevard, and a Variance request for a rear yard setback of 9.1 feet where 20 feet is require for an existing structure.

PROJECT DESCRIPTION

Property Owner:	OFS Property holdings LLC
Applicant:	Curaleaf Florida LLC
Address:	3604 West Boynton Beach Boulevard
Location:	The north side of Boynton Beach Boulevard, approximately 400 feet west of the Knuth Road and Boynton Beach Boulevard intersection.
Existing Land Use:	Palm Beach County Commercial High with an Underlying MR-8 (CH/8)
Proposed Land Use:	Local Retail Commercial (LRC)
Existing Zoning:	Palm Beach County Commercial High Office (CHO)

Proposed Zoning: Community Commercial (C-3)

Proposed Use: Medical Marijuana Treatment Center

Variance: A request for a 9.1 foot rear yard setback where 20 feet is required for the C-3 Zoning district for an existing structure.

Acreage: 0.36 acres

Adjacent Uses:

North: Multi-Family, FLUM classification of High Residential, 8 units per acre (HR-8).

South: Vacant, FLUM classification of Local Retail Commercial (LRC) and zoned Mixed-Use Suburban District (SMU).

East: Commercial, FLUM classification of Local Retail Commercial (LRC) and zoned Community Commercial (C-3)

West: Commercial, FLUM classification Commercial High, with an Underlying HR-8 (CH-8) and zoned Neighborhood Commercial District (CN)

BACKGROUND

The subject area is located in unincorporated Palm Beach County and is contiguous to the City of Boynton Beach on the eastern boundary. The site is currently has a Palm Beach County Future Land Use designation of CH/8 and is zoned Palm Beach County CHO. The parcel is currently developed with an existing 1,250 square foot structure with ancillary site improvements. The applicant has submitted an application to voluntarily annex the property into the City of Boynton Beach and change the future land use and zoning to LRC and C-3, respectively, which would permit a Medical Marijuana Treatment Center at this location.

An application for a voluntary annexation is required to be accompanied by a Future Land Use Map Amendment and Rezone. As such, the application is requesting a C-3 zoning designation. However, in order to rezone, the site must meet the requirements of the zoning district requested. As the site is already developed, the current location of the structure is 9.1 feet from the rear property line, while the C-3 zoning districts requires a minimum of 20 feet. The applicant is requesting a Variance for the rear yard setback of 9.1 feet where 20 feet is required.

Review of the proposed annexation by staff finds the application meets the statutory conditions: the parcel is contiguous to the City boundary and “reasonably compact” in that it does not create enclaves or pockets.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 21, 2025 staff sent a preliminary notification of the proposed annexation to the Palm Beach County Administrator and Planning Director and on September 12, 2025 notification of the Public Hearing was sent via certified mail. Comments will be provided to City Commission once received.

PROCESS

Since the size of the property under consideration does not exceed 50 acres, does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and is not located within an area of critical state concern, the proposed Future Land Use Map amendment is subject to the small-scale comprehensive plan amendment process per provisions of Chapter 163.3187, Florida Statutes.

REVIEW BASED ON CRITERIA FOR FUTURE LAND USE MAP AND REZONE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

This request is accompanied by a request for annexation. The parcel currently has a Palm Beach County zoning and future land use designation, which would not be appropriate once the property is annexed into the City. Furthermore, the location has existing uses and structures and is developed. The proposed FLU classifications and proposed zoning allow for existing uses to be in compliance.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.4.1 *The City shall encourage a mixture of quality light industrial, commercial and office uses within commercial and industrial*

districts where such projects would not create significant land use conflicts and adequate public facilities are available to serve such uses.

Policy 1.9.1 *New development and redevelopment shall be consistent with the policies of the Future Land Use Element and conform to the Future Land Use Map or, if applicable, comply with the future land use recommendations of the CRA Community Redevelopment Plan and any future redevelopment plans.*

Policy 1.15.1 *The City shall continue to promote the orderly annexation of lands consistent with Chapter 171, Florida Statutes.*

Policy 1.15.3 *The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district. Reclassification and rezoning of properties annexed through city-initiated actions can be postponed for up to 6 months unless improvements are requested.*

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The area is currently developed with a land use pattern established for commercial along Boynton Beach Boulevard. While the request is a Future Land Use Map Amendment and Rezone, there is no real change to the use of the building.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLUM and Rezoning designations will compliment the existing uses of the area as the area is already developed. The rezone and FLUM are required to applied at time of annexation.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department. Potable water is available adjacent to the site.

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

Traffic. Seet attached Traffic Letter, no adverse impacts are expected.

f. Compatibility. *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The area in question is already developed and is consistent with surrounding development for commercial and residential development.

g. Economic Development Impact Determination for Conventional Zoning Districts. *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

The site is currently developed. If approved, the C-3 zoning district does not decrease any intensity or number of uses with high probable economic development benefits. If approved, the proposed use and any future modifications would benefit the City of Boynton Beach.

h. <u>Commercial and Industrial Land Supply.</u> *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposal is for an area that is already developed as commercial. No changes are anticipated at this time.

i. <u>Alternative Sites.</u> *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

There are not comparable sites (this is a site looking for a development option, rather than a use looking for a site). See criterion "a.".

j. <u>Master Plan and Site Plan Compliance with Land Development Regulations.</u> *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

Section 2.D.1.e states that "A master plan shall be required when a privately-initiated application is made to rezone lands to a planned zoning district." The proposed zoning district is a conventional zoning district, therefore this criterion does not apply.

REVIEW BASED ON CRITERIA FOR VARIANCE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article IV, Section 4.D. These criteria are required to be part of a staff analysis when the proposal does not meet a dimensional standards established by the Land Development Regulations.

a. That special circumstances exist that are peculiar to the building, structure, or service system involved, and which are not applicable to others;

The site is currently developed and was developed following Palm Beach County Regulations. The request is for Annexation, Future Land Use Map Amendment, and Rezone. The current structure has a rear setback of 9.1 feet where 20 feet is required.

In order to conform to the City of Boynton Beach Land Use Regulations, the applicant is required to request a Variance. If Variance is not approved, the application is deemed denied.

b. That the special conditions and circumstances do not result form the action or inaction of the applicant;
The current applicant is not responsible for the initial permitting of the structure which was completed in 1975.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures, or service systems;
The granting of the variance will not confer any special privilege as there is canal located between the rear of the property and the multi-family development to the north creating an additional large separation.

d. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system; and
The requested variance is the minimum necessary to maintain the existing structure and permit reasonable use of the existing property.

e. That the granting of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to the public health, safety, and general welfare.
Granting of the variance will be in harmony with the general intent and purpose of this Code which allows for flexibility in addressing unique site conditions and to facilitate orderly development.

RECOMMENDATION

Staff has reviewed the proposed Annexation, Future Land Use Map Amendment, and Rezone against the review criteria provided in Chapter 2, Article II, Section 2, Subsections A.3, B.3.c & D.3, and has reviewed the proposed Variance against the review criteria provided in Chapter 2, Article, IV, Section 4.D and has found the proposal to meet the aforementioned criteria. Therefore staff recommends that the request be approved.

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

A/C = AIR CONDITIONER	FCC = FOUND CROSS CUT	PDE = PRIVATE DRAINAGE EASEMENT
AE = ACCESS EASEMENT	FF = FINISHED FLOOR	P/E = POOL EQUIPMENT
BFP = BACKFLOW PREVENTER	FND = FOUND	PG = PAGE
BSL = BUILDING SETBACK LINE	GV = GATE VALVE	PI = POINT OF INTERSECTION
BWF = BARBED WIRE FENCE	HWF = HOG WIRE FENCE	PID = PARCEL IDENTIFICATION NUMBER
(C) = CALCULATED	INST = INSTRUMENT NUMBER	PK = PARKER KALON NAIL
Δ = CENTRAL ANGLE	L = ARC LENGTH	P/L = PROPERTY LINE
CB = CHORD BEARING	LB = LICENSED BUSINESS	POB = POINT OF BEGINNING
CH = CHORD LENGTH	LE = LANDSCAPE EASEMENT	POC = POINT OF COMMENCEMENT
℄ = CENTER LINE	LME = LAKE MAINTENANCE EASEMENT	PRC = POINT OF REVERSE CURVATURE
CLF = CHAIN LINK FENCE	LS = LICENSED SURVEYOR	PRM = PERMANENT REFERENCE MONUMENT
CME = CANAL MAINTENANCE EASEMENT	(M) = MEASURED	PSM = PROFESSIONAL SURVEYOR & MAPPER
CNA = CORNER NOT ACCESSIBLE	MB = MAP BOOK	PT = POINT OF TANGENCY
CONC = CONCRETE	ME = MAINTENANCE EASEMENT	PUE = PUBLIC UTILITY EASEMENT
COV = COVERED	MHWL = MEAN HIGH WATER LINE	PVF = PLASTIC VINYL FENCE
C/S = CONCRETE SLAB	MN = MAG NAIL	PVUE = PRIVATE UTILITY EASEMENT
(D) = DEED	MW = MONITOR WELL	RP = RADIAL POINT
DB = DEED BOOK	N&D = NAIL AND DISK	R = RADIUS
DE = DRAINAGE EASEMENT	ORB = OFFICIAL RECORDS BOOK	RE = REAL ESTATE NUMBER
DH = DRILL HOLE	(C) = PLAT	RSR = RISER
DUE = DRAINAGE/UTILITY EASEMENT	PB = PLAT BOOK	R/W = RIGHT OF WAY
ELEV = ELEVATION	PC = POINT OF CURVATURE	SV = SEWER VALVE
EM = ELECTRIC METER	PCC = POINT OF COMPOUND CURVATURE	UE = UTILITY EASEMENT
EOW = EDGE OF WATER	PCP = PERMENANT CONTROL POINT	WF = WOOD FENCE
E/P = EDGE OF PAVEMENT		

= CATCH BASIN
= MANHOLE
= SANITARY MANHOLE
= POWER POLE
= FIRE HYDRANT
= LIGHT POLE
= WATER VALVE
=HANDICAP PARKING
= WATER METER
= TELEPHONE BOX
= CABLE TV BOX
= ELECTRIC BOX

WOOD
BRICK/PAVER/TILE
ASPHALT
CONCRETE

=BOUNDARY LINE
=BUILDING LINE
=EASEMENT LINE
=CENTERLINE
=RIGHT-OF-WAY LINE
= OVERHEAD UTILITY LINE
=ADJACENT PARCELS
=CHAIN LINK FENCE
=WOOD FENCE
=PLASTIC FENCE

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS REQUIRED PER AGREEMENT. ANY DOCUMENTS PROVIDED WITH THE TITLE COMMITMENT WILL BE REVIEWED.
2. UNLESS SPECIFICALLY SHOWN, THIS SURVEY DOES NOT LOCATE OVERHANGS, UNDERGROUND UTILITIES, IMPROVEMENTS, FOUNDATIONS, FOOTERS, OR OTHER SUBSURFACE STRUCTURES.
3. BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD, AS BEING, S 88°10'11" W, PER PLAT, ASSUMED.
4. THIS SURVEY IS PROVIDED SOLELY FOR THE PURPOSE OF FINANCING AND/OR SALE TRANSACTIONS. IT SHALL NOT BE USED FOR ANY CONSTRUCTION, PERMITTING, DESIGN, OR OTHER PURPOSES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING LAND SURVEYOR. ANY UNAUTHORIZED USE OF THIS SURVEY IS STRICTLY PROHIBITED, AND THE SURVEYOR DISCLAIMS ALL LIABILITY FOR SUCH USE.
5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. ANY INFORMATION SHOWN ON THE SURVEY IS BASED SOLELY ON DATA PROVIDED BY THE CLIENT AND MAY NOT BE COMPLETE.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. THE SURVEYOR IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OR MODIFICATION OF ANY FENCES.
7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO THE NAMED PARTIES. CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED THIRD PARTIES AND ARE NOT TRANSFERABLE.
9. UNLESS OTHERWISE NOTED, THIS IS A BOUNDARY SURVEY. AREA SIZES AND MEASUREMENTS SHOWN ARE BASED ON PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.
10. WALL TIES ARE TO THE FACE OF THE WALL AND SHALL NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
11. PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD PERSONALLY LIABLE FOR NEGLIGENCE.
12. THIS SURVEY DOES NOT CONSTITUTE PROOF OF OWNERSHIP. IT DOES NOT GUARANTEE OR WARRANT OWNERSHIP IN ANY FORM. THE SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING FROM DISPUTES OVER OWNERSHIP OF THE LANDS SHOWN AND DESCRIBED HEREON.
13. THIS SURVEY SHALL NOT BE ALTERED. ANY MODIFICATIONS TO THE ORIGINAL DOCUMENT ARE MADE AT THE RISK OF THE PARTY MAKING SUCH CHANGES. THE SURVEYOR AND COMPANY DISCLAIM ANY LIABILITY FOR ALTERATIONS NOT MADE BY THEM.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X (BFE N/A), PER F.I.R.M. MAP NUMBER 12099C0788G, DATED 12/20/24.

THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

JON SHOEMAKER LICENSE NUMBER LS 5144 STATE OF FLORIDA SURVEYOR & MAPPER

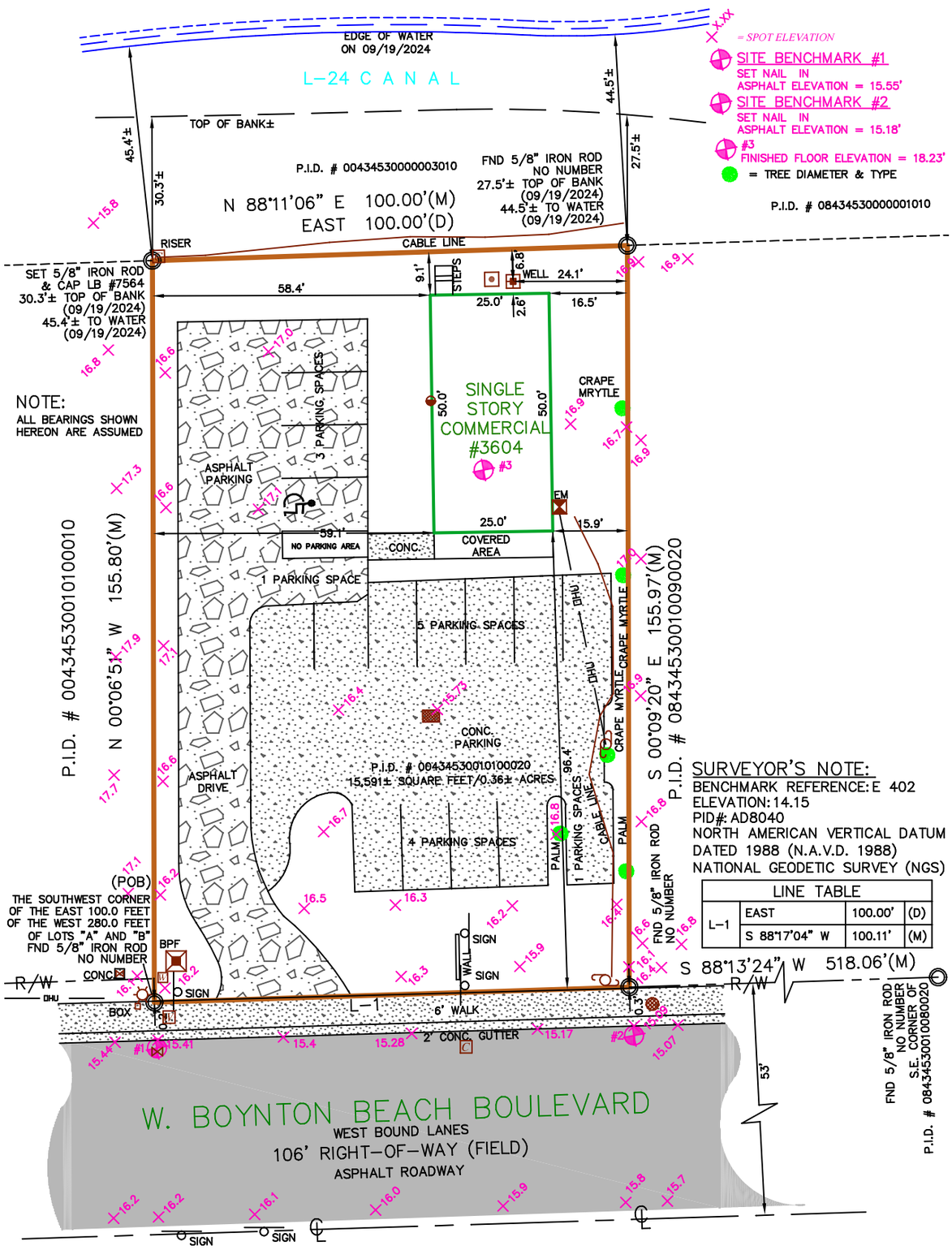
CERTIFIED BY: JON SHOEMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 470978, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.320.5453 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

BOUNDARY SURVEY



= SPOT ELEVATION

SITE BENCHMARK #1
SET NAIL IN
ASPHALT ELEVATION = 15.55'

SITE BENCHMARK #2
SET NAIL IN
ASPHALT ELEVATION = 15.18'

#3
FINISHED FLOOR ELEVATION = 18.23'

= TREE DIAMETER & TYPE

SURVEYOR'S NOTE:

BENCHMARK REFERENCE: E 402
ELEVATION: 14.15
PID#: AD8040
NORTH AMERICAN VERTICAL DATUM
DATED 1988 (N.A.V.D. 1988)
NATIONAL GEODETIC SURVEY (NGS)

LINE TABLE			
L-1	EAST	100.00'	(D)
	S 88°17'04" W	100.11'	(M)

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

FIRST CHOICE SURVEYING, INC.

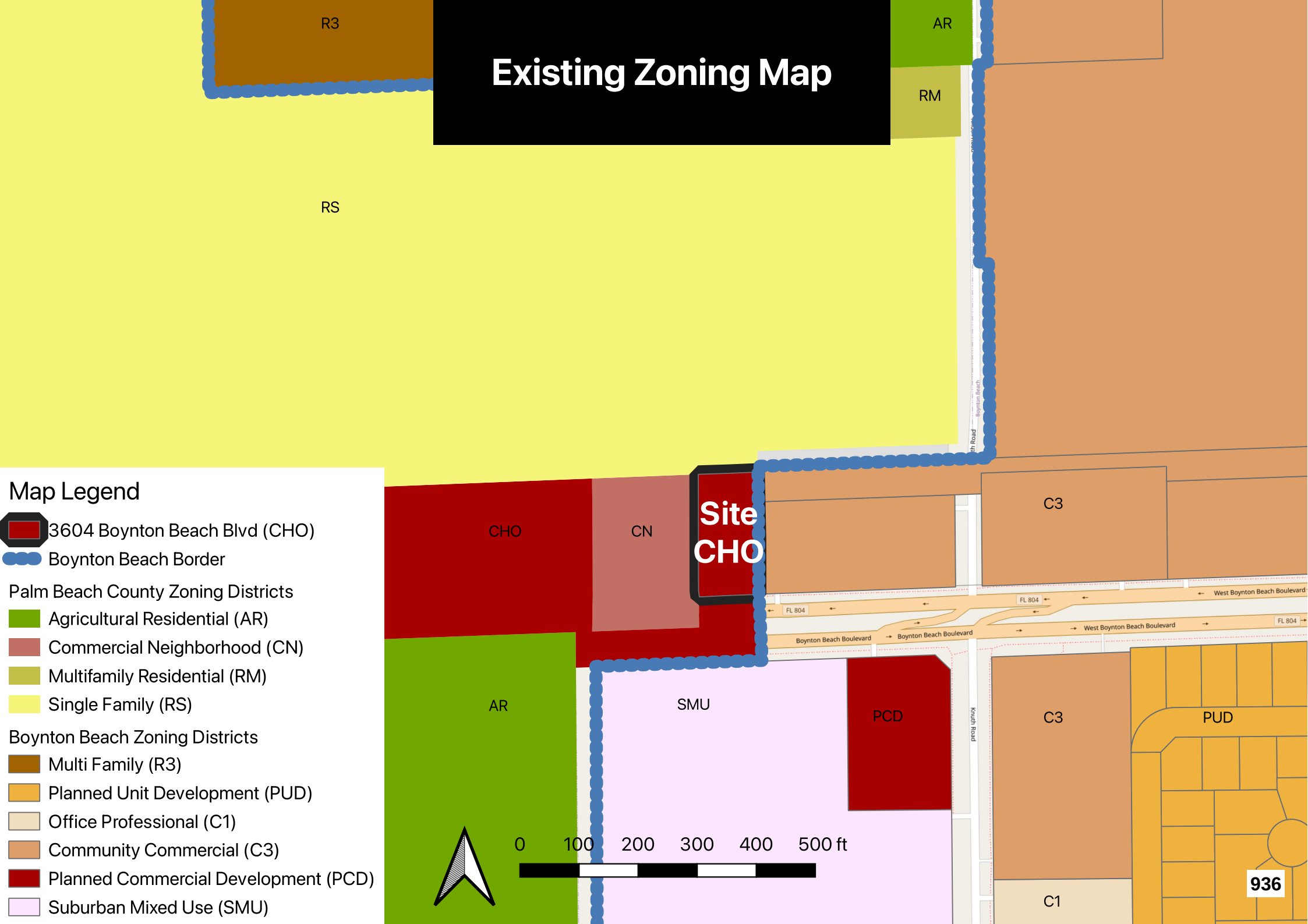
POINTS OF INTEREST:
NONE APPARENT

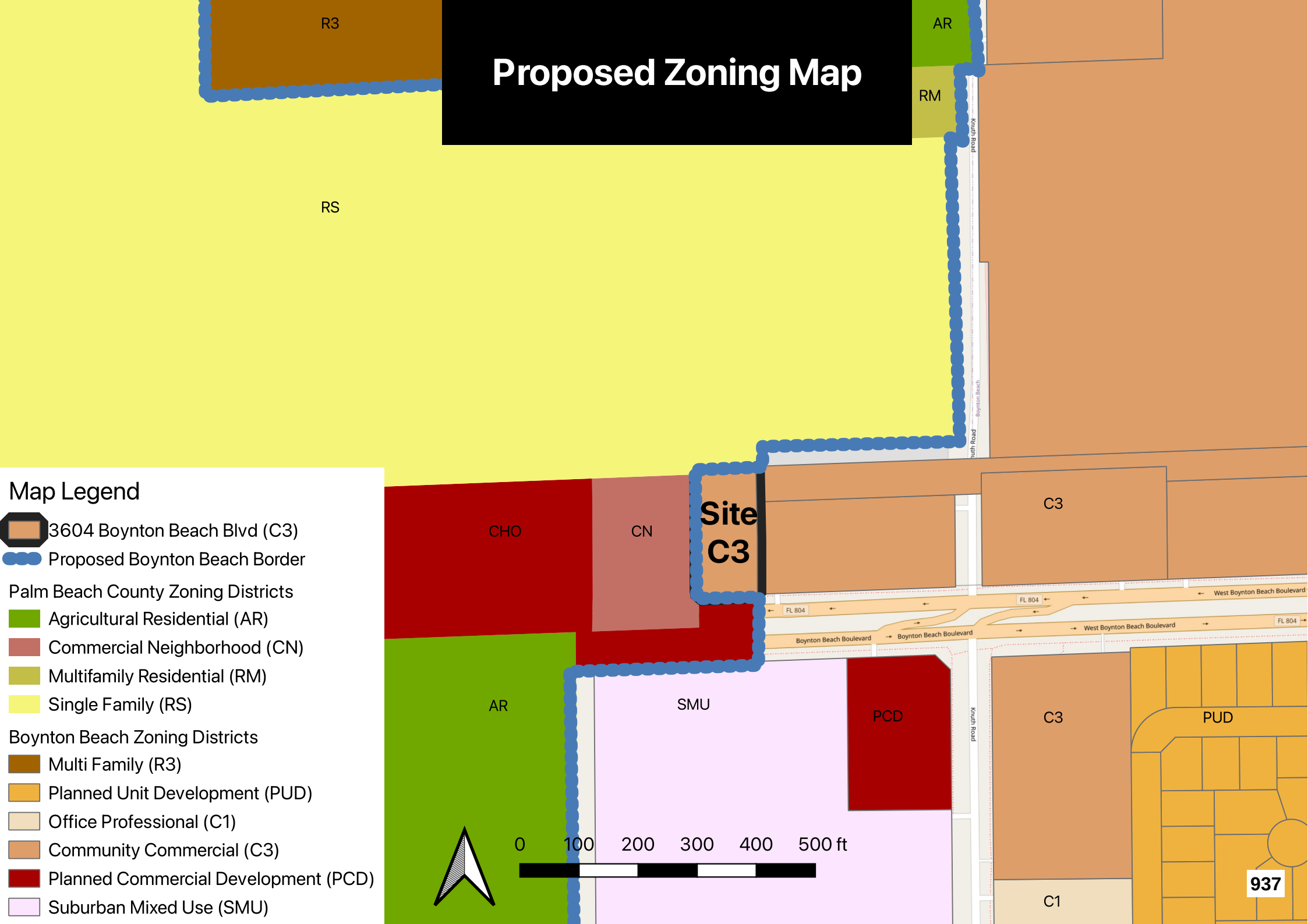
First Choice Surveying...
Your First Choice for Land Surveys

REVISIONS:

CLIENT NO:	N/A
JOB NO:	93529-02
FIELD DATE:	05/23/2025
DRAWN BY:	.G.
DRAWN DATE:	06/30/2025
CHECKED BY:	L.R.
APPROVED BY:	J.S.

SHEET 2 OF 2 (MAP OF SURVEY) - SEE SHEET 1 FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.


Existing Zoning Map
R3
AR
RM
RS
CHO
CN
Site
CHO
C3
AR
SMU
PCD
C3
PUD
C1
936
Knuth Road
Boynton Beach Boulevard
West Boynton Beach Boulevard
FL 804
0
100
200
300
400
500 ft
Map Legend
3604 Boynton Beach Blvd (CHO)
Boynton Beach Border
Palm Beach County Zoning Districts
Agricultural Residential (AR)
Commercial Neighborhood (CN)
Multifamily Residential (RM)
Single Family (RS)
Boynton Beach Zoning Districts
Multi Family (R3)
Planned Unit Development (PUD)
Office Professional (C1)
Community Commercial (C3)
Planned Commercial Development (PCD)
Suburban Mixed Use (SMU)


Proposed Zoning Map
R3
AR
RM
RS
Knuth Road
Site
C3
CHO
CN
C3
FL 804
West Boynton Beach Boulevard
Boynton Beach Boulevard
AR
SMU
PCD
C3
PUD
C1
937
0
100
200
300
400
500 ft
Map Legend
3604 Boynton Beach Blvd (C3)
Proposed Boynton Beach Border
Palm Beach County Zoning Districts
Agricultural Residential (AR)
Commercial Neighborhood (CN)
Multifamily Residential (RM)
Single Family (RS)
Boynton Beach Zoning Districts
Multi Family (R3)
Planned Unit Development (PUD)
Office Professional (C1)
Community Commercial (C3)
Planned Commercial Development (PCD)
Suburban Mixed Use (SMU)

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE CURALEAF FLORIDA LLC ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE APPROXIMATELY 0.36 ACRES OF UNINCORPORATED TERRITORY LOCATED AT 3604 BOYNTON BEACH BOULEVARD, FROM PALM BEACH COUNTY'S COMMERCIAL HIGH OFFICE (CHO) TO CITY OF BOYNTON BEACH'S COMMUNITY COMMERCIAL DISTRICT (C-3); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Curaleaf Florida LLC Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the eastern boundary is required to rezone from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3). The City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

   (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

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.
10/21/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Variance request to grant a reduced rear yard setback to 9.1 feet where 20 feet is required.

Requested Action: Approval of a variance request from Part III, Chapter 3, Article III, Section 1.C (Table 3.2) and Part III, Chapter 3, Article III, Section 3.C.3 (Table 3-17) to grant a reduction of a rear yard setback of 9.1 feet where 20 feet is required.

Explanation of Request: The existing area is located in unincorporated Palm Beach County. There is a concurrent applications are for the Curaleaf Florida LLC Annexation, Future Land Use Map Amendment, and Rezone. The concurrent request for zoning designation to C-3 requires a rear yard setback of 20 feet, unless rear yard access is available from a public street or alley, rear yard setback may be decreased by one-half (1/2) of the width of the street or alley. There is a canal at the rear of the property, however there is no rear yard access from a public street or alley, therefore the reduction is not applicable. The structure is existing and previous approvals would have been conducted by Palm Beach County. In order for the applicant to meet the requirements for the associated Annexation, Future Land Use Map Amendment, and Rezone, the variance is required. As the canal still provides adequate separation, there are no negative impacts inspected by granting this request.

How will this affect city programs or services? See Curaleaf Florida LLC Annexation for full analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Curaleaf Florida LLC Annexation for full analysis.

Attachments:
Staff Report - Curaleaf_Florida LLC.doc
Attachment 1 - Rear Setback Variance Request - Project Statement
Attachment 2 - Site Plan for Variance Request
Development Order - Variance.docx

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Commissioners
THRU:	Amanda B. Radigan, AICP Director of Planning and Development
FROM:	Gabe Sevigny, Principal Planner
DATE:	October 1, 2025
PROJECT:	Curaleaf Florida LLC Annexation 2025.07.4275
REQUEST:	Approve Curaleaf Florida LLC request for Annexation of 0.36 acres, Future Land Use Map Amendment from Palm Beach County's Commercial High with an Underlying HR-8 (CH/8) to Local Retail Commercial (LRC) and rezoning from Palm Beach County's Commercial High Office (CHO) to Community Commercial District (C-3) consisting of approximately 0.36 acres, site is located at 3604 West Boynton Beach Boulevard, and a Variance request for a rear yard setback of 9.1 feet where 20 feet is require for an existing structure.

PROJECT DESCRIPTION

Property Owner:	OFS Property holdings LLC
Applicant:	Curaleaf Florida LLC
Address:	3604 West Boynton Beach Boulevard
Location:	The north side of Boynton Beach Boulevard, approximately 400 feet west of the Knuth Road and Boynton Beach Boulevard intersection.
Existing Land Use:	Palm Beach County Commercial High with an Underlying MR-8 (CH/8)
Proposed Land Use:	Local Retail Commercial (LRC)
Existing Zoning:	Palm Beach County Commercial High Office (CHO)

Proposed Zoning: Community Commercial (C-3)

Proposed Use: Medical Marijuana Treatment Center

Variance: A request for a 9.1 foot rear yard setback where 20 feet is required for the C-3 Zoning district for an existing structure.

Acreage: 0.36 acres

Adjacent Uses:

North: Multi-Family, FLUM classification of High Residential, 8 units per acre (HR-8).

South: Vacant, FLUM classification of Local Retail Commercial (LRC) and zoned Mixed-Use Suburban District (SMU).

East: Commercial, FLUM classification of Local Retail Commercial (LRC) and zoned Community Commercial (C-3)

West: Commercial, FLUM classification Commercial High, with an Underlying HR-8 (CH-8) and zoned Neighborhood Commercial District (CN)

BACKGROUND

The subject area is located in unincorporated Palm Beach County and is contiguous to the City of Boynton Beach on the eastern boundary. The site is currently has a Palm Beach County Future Land Use designation of CH/8 and is zoned Palm Beach County CHO. The parcel is currently developed with an existing 1,250 square foot structure with ancillary site improvements. The applicant has submitted an application to voluntarily annex the property into the City of Boynton Beach and change the future land use and zoning to LRC and C-3, respectively, which would permit a Medical Marijuana Treatment Center at this location.

An application for a voluntary annexation is required to be accompanied by a Future Land Use Map Amendment and Rezone. As such, the application is requesting a C-3 zoning designation. However, in order to rezone, the site must meet the requirements of the zoning district requested. As the site is already developed, the current location of the structure is 9.1 feet from the rear property line, while the C-3 zoning districts requires a minimum of 20 feet. The applicant is requesting a Variance for the rear yard setback of 9.1 feet where 20 feet is required.

Review of the proposed annexation by staff finds the application meets the statutory conditions: the parcel is contiguous to the City boundary and “reasonably compact” in that it does not create enclaves or pockets.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 21, 2025 staff sent a preliminary notification of the proposed annexation to the Palm Beach County Administrator and Planning Director and on September 12, 2025 notification of the Public Hearing was sent via certified mail. Comments will be provided to City Commission once received.

PROCESS

Since the size of the property under consideration does not exceed 50 acres, does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and is not located within an area of critical state concern, the proposed Future Land Use Map amendment is subject to the small-scale comprehensive plan amendment process per provisions of Chapter 163.3187, Florida Statutes.

REVIEW BASED ON CRITERIA FOR FUTURE LAND USE MAP AND REZONE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

This request is accompanied by a request for annexation. The parcel currently has a Palm Beach County zoning and future land use designation, which would not be appropriate once the property is annexed into the City. Furthermore, the location has existing uses and structures and is developed. The proposed FLU classifications and proposed zoning allow for existing uses to be in compliance.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.4.1 *The City shall encourage a mixture of quality light industrial, commercial and office uses within commercial and industrial*

districts where such projects would not create significant land use conflicts and adequate public facilities are available to serve such uses.

Policy 1.9.1 *New development and redevelopment shall be consistent with the policies of the Future Land Use Element and conform to the Future Land Use Map or, if applicable, comply with the future land use recommendations of the CRA Community Redevelopment Plan and any future redevelopment plans.*

Policy 1.15.1 *The City shall continue to promote the orderly annexation of lands consistent with Chapter 171, Florida Statutes.*

Policy 1.15.3 *The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district. Reclassification and rezoning of properties annexed through city-initiated actions can be postponed for up to 6 months unless improvements are requested.*

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The area is currently developed with a land use pattern established for commercial along Boynton Beach Boulevard. While the request is a Future Land Use Map Amendment and Rezone, there is no real change to the use of the building.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLUM and Rezoning designations will compliment the existing uses of the area as the area is already developed. The rezone and FLUM are required to applied at time of annexation.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department. Potable water is available adjacent to the site.

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

Traffic. Seet attached Traffic Letter, no adverse impacts are expected.

f. Compatibility. *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The area in question is already developed and is consistent with surrounding development for commercial and residential development.

g. Economic Development Impact Determination for Conventional Zoning Districts. *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

The site is currently developed. If approved, the C-3 zoning district does not decrease any intensity or number of uses with high probable economic development benefits. If approved, the proposed use and any future modifications would benefit the City of Boynton Beach.

h. <u>Commercial and Industrial Land Supply.</u> *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposal is for an area that is already developed as commercial. No changes are anticipated at this time.

i. <u>Alternative Sites.</u> *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

There are not comparable sites (this is a site looking for a development option, rather than a use looking for a site). See criterion "a.".

j. <u>Master Plan and Site Plan Compliance with Land Development Regulations.</u> *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

Section 2.D.1.e states that "A master plan shall be required when a privately-initiated application is made to rezone lands to a planned zoning district." The proposed zoning district is a conventional zoning district, therefore this criterion does not apply.

REVIEW BASED ON CRITERIA FOR VARIANCE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article IV, Section 4.D. These criteria are required to be part of a staff analysis when the proposal does not meet a dimensional standards established by the Land Development Regulations.

a. That special circumstances exist that are peculiar to the building, structure, or service system involved, and which are not applicable to others;

The site is currently developed and was developed following Palm Beach County Regulations. The request is for Annexation, Future Land Use Map Amendment, and Rezone. The current structure has a rear setback of 9.1 feet where 20 feet is required.

In order to conform to the City of Boynton Beach Land Use Regulations, the applicant is required to request a Variance. If Variance is not approved, the application is deemed denied.

b. That the special conditions and circumstances do not result form the action or inaction of the applicant;
The current applicant is not responsible for the initial permitting of the structure which was completed in 1975.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures, or service systems;
The granting of the variance will not confer any special privilege as there is canal located between the rear of the property and the multi-family development to the north creating an additional large separation.

d. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system; and
The requested variance is the minimum necessary to maintain the existing structure and permit reasonable use of the existing property.

e. That the granting of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to the public health, safety, and general welfare.
Granting of the variance will be in harmony with the general intent and purpose of this Code which allows for flexibility in addressing unique site conditions and to facilitate orderly development.

RECOMMENDATION

Staff has reviewed the proposed Annexation, Future Land Use Map Amendment, and Rezone against the review criteria provided in Chapter 2, Article II, Section 2, Subsections A.3, B.3.c & D.3, and has reviewed the proposed Variance against the review criteria provided in Chapter 2, Article, IV, Section 4.D and has found the proposal to meet the aforementioned criteria. Therefore staff recommends that the request be approved.

REAR SETBACK VARIANCE REQUEST

July 2, 2025

City of Boynton Beach
Planning Department
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435

Re: Rear Setback Variance Request—3604 Boynton Beach Boulevard (Parcel ID: 00435300101000 20)
Applicant: Curaleaf Florida, LLC
Proposed Use: Medical Marijuana Treatment Center (MMTC)
Current Zoning: Unincorporated Palm Beach County
Proposed Zoning: Community Commercial (C3)
Proposed Future Land Use: Local Retail Commercial (LRC)

I. Introduction
This variance request is submitted in conjunction with an annexation application and arises due to a discrepancy between the existing rear setback approved under Palm Beach County regulations and the setback standards required by the City of Boynton Beach. Specifically, the applicant is seeking a variance to maintain the existing 10-foot rear setback, where a 20-foot setback is required under City zoning standards. The subject property, located at 3604 Boynton Beach Boulevard, is also the subject of concurrent applications for annexation, a Future Land Use Map amendment, and a Zoning Map amendment to facilitate the conversion of the property from a hair salon to a Medical Marijuana Treatment Center (MMTC).

II. Compliance with Variance Criteria
Pursuant to Chapter 2, Article IV § 4 of the City's Code, the Board may grant a variance upon finding that enforcement would result in manifest injustice, would be contrary to the Code's purpose or public interest, and that all general criteria set forth in Chapter 2, Article IV, § 4 C. 1. are satisfied. The following analysis demonstrates full compliance:

a. Special Circumstances
The subject property's existing structure was legally constructed prior to this annexation request and is located 10 feet from the rear property line. The rear boundary directly abuts land owned by the Lake Worth Drainage District and a canal, which together create a permanent, physical separation from adjacent properties. This unique condition distinguishes the property from others and constitutes a special circumstance under the Code.

b. Hardship Not Self-Created

The current rear setback condition is the result of historic site development patterns. Constructed in 1975, the building predated both the applicant's ownership and the City's current regulatory framework. The hardship is not self-created; rather, it stems from longstanding site conditions and adjacent public infrastructure.

c. No Special Privilege
Granting the variance will not confer any special privilege denied to others. The canal's presence provides a substantial physical buffer, similar in function to a railroad or major right-of-way. The City's Code allows a reduction in similar circumstances, allowing up to a 50% reduction for railroad- or canal-adjacent parcels under ULDC Chapter 3, Article III, § 1. B. This request seeks equitable treatment consistent with that precedent.

d. Minimum Variance Necessary
The requested variance is the minimum necessary to maintain the existing structure and permit a reasonable use of the property. Full compliance would require demolition or costly reconfiguration, which is impractical and unnecessary given the existing canal buffer and the minimal impact on surrounding properties.

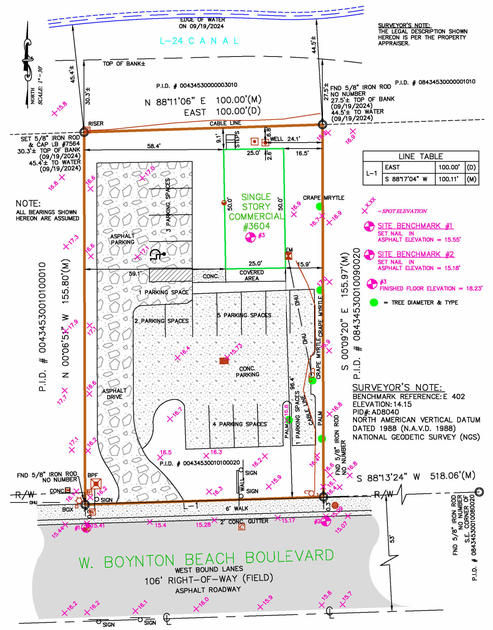
e. Harmony with Code Intent
Granting this variance is consistent with the intent of the City's Code, which allows for flexibility in addressing unique site conditions to facilitate orderly development. The canal and drainage parcel provide substantial separation, mitigating any potential adverse impacts on neighboring properties. The proposed MMTC use is compatible with the surrounding area and will not negatively affect public health, safety, or welfare.

III. Conclusion
This variance supports a broader land use and zoning entitlement strategy, including annexation, FLUM amendment, and rezoning, all of which are necessary to bring the site into conformance with City standards.

The relief requested is narrowly tailored to accommodate existing conditions and will not compromise the public interest, confer undue benefit, or create precedent beyond what is already supported by policy. We respectfully request approval of this variance application.

BOUNDARY SURVEY

SHEET 1 OF 2 (MAP OF SURVEY) - SEE SHEET TWO FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.



PROPERTY ADDRESS: *3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436*

FIRST CHOICE SURVEYING, INC.

First Choice Surveying...
Your First Choice for Land Surveys

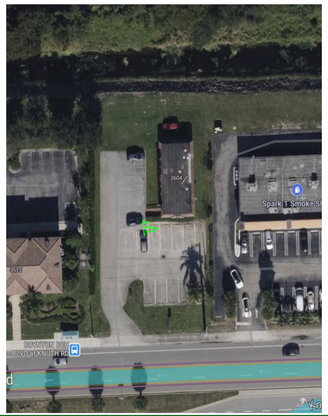
POINTS OF INTEREST: NONE VISIBLE

REVISIONS: (REV.1 6/18/2025)

CLIENT NO:	
JOB NO:	935.29-01
FIELD DATE:	5/23/2025
DRAWN BY:	G.
DRAWN DATE:	06/03/25
CHECKED BY:	L.R.
APPROVED BY:	J.S.

AERIAL VIEW

SHEET 2 OF 2 (SURVEY RELATED INFORMATION) - SEE SHEET ONE FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.
AERIAL PROVIDED IS FOR VIEWING PURPOSES ONLY AND MAY NOT SHOW CURRENT IMPROVEMENTS. AERIAL IS NOT TO SCALE.



PROPERTY ADDRESS: *3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436*

LEGAL DESCRIPTION:
THE EAST 100.0 FEET OF THE WEST 266.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 16, THE PALM BEACH FARMS CO. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 75, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD-RIGHTS-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR (1998) AND THEREAFTER.

LEGEND

AE = ACCESS EASEMENT	FND = FOUND	PE = PARKER KALON NAIL	= CATCH BASIN
BFP = BACKFLOW PREVENTER	FV = FIRE VALVE	PLS = PROFESSIONAL LAND SURVEYOR	= MANHOLE
BSL = BUILDING SETBACK LINE	INST = INSTRUMENT NUMBER	PLS = PROFESSIONAL LAND SURVEYOR	= SANITARY MANHOLE
C = CURVE	L = ARC LENGTH	POB = POINT OF BEGINNING	= POWER POLE
CA = CENTRAL ANGLE	LE = LANDSCAPE EASEMENT	POC = POINT OF COMMENCEMENT	= AIR CONDITIONER
CB = CHORD BEARING	LME = LAKE MAINTENANCE EASEMENT	PRM = PERMANENT REFERENCE MONUMENT	= CLEANOUT
CH = CHORD LENGTH	M = MEASURED	PUDE = PRIVATE UTILITY EASEMENT	= TEMPORARY BENCHMARK
℄ = CENTER LINE	MB = MAP BOOK	PUE = PUBLIC UTILITY EASEMENT	
CME = CANAL MAINTENANCE EASEMENT	ME = MAINTENANCE EASEMENT	PUDE = PRIVATE UTILITY EASEMENT	
CNA = CONCRETE NOT ACCESSIBLE	MHWL = MEAN HIGH WATER LINE	RP = RADIAL POINT	
CONC = CONCRETE	MLWL = MEAN LOW WATER LINE	R/W = RIGHT-OF-WAY	
COV = COVERED	N&D = NAIL AND DISC	SBM = SITE BENCHMARK	
CS = CONCRETE SLAB	NAD = NAIL AND DISC	SECT = SECTION NUMBER	
D = DEED	ORB = OFFICIAL RECORDS BOOK	SLS = REGISTERED LAND SURVEYOR	
DE = DRAINAGE	P = PLAT	TOB = TOP OF BANK	
DE = DRAINAGE EASEMENT	PB = PLAT BOOK	R/W = RIGHT OF WAY	
DH = DRILL HOLE	PC = POINT OF CURVATURE	SQ FT = SQUARE FOOT	
DUE = DRAINAGE UTILITY EASEMENT	PCC = PERMANENT CONTROL POINT	UE = UTILITY EASEMENT	
ELEV = ELEVATION	PCP = PERMANENT CONTROL POINT	UE = UTILITY EASEMENT	
EM = ELECTRIC METER	PDE = PRIVATE DRAINAGE EASEMENT	∞ = PI'S OR MINUS	
EOP = EDGE OF PAVEMENT	PG = PAGE NUMBER	= SPOT ELEVATION	
EOW = EDGE OF WATER	PI = POINT OF INTERSECTION	= SURFACE WATER SHEET FLOW	
FCC = FOUND CROSS CUT	PI = POINT OF INTERSECTION		
FF = FINISHED FLOOR	PID = PARCEL IDENTIFICATION NUMBER		

WOOD	BRICK/PAVER/TILE	ASPHALT	CONCRETE

= WATER METER
= TELEPHONE BOX
= CABLE TV BOX
= ELECTRIC BOX
= WELL HEAD
= BOUNDARY LINE
= BUILDING LINE
= EASEMENT LINE
= CENTERLINE
= RIGHT-OF-WAY LINE
= OVERHEAD UTILITY LINE
= ADJACENT PARCELS
= CONCRETE BLOCK LINE
= METAL FENCE
= WOOD FENCE
= PLASTIC FENCE

SURVEYOR'S NOTES:

1. THIS SURVEY AND MAP IS NEITHER VALID NOR COMPLETE UNLESS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL AND/OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS NEED PER AGREEMENT. ANY PULLED DOCUMENTS PROVIDED WITH THIS TITLE COMMITMENT WILL BE REVIEWED. IF ADDITIONAL DOCUMENTS AND/OR REVIEWS OF THE CLIENT ARE REQUESTED, THERE MAY BE ADDITIONAL FEES INCURRED.
2. UNLESS SHOWN, UNDERGROUND UTILITIES, IMPROVEMENTS, FOUNDATIONS, FOOTERS, AND/OR SUBSURFACE STRUCTURES ARE NOT LOCATED ON THIS SURVEY.
3. BEARINGS ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF BOYNTON BEACH BOULEVARD, AS BEING, S 88°09'31" W, PER PLAT, ASSUMED.
4. THE PURPOSE OF THIS SURVEY IS FOR THE USE OF FINANCING AND/OR SALE TRANSACTION, AND DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP AND IS NOT PERMITTED FOR USE WITH ANY CONSTRUCTION/PERMITTING PURPOSES WITHOUT WRITTEN CONSENT FROM THE LAND SURVEYOR WHOM SIGNED AND SEALED THIS SURVEY.
5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT OF WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS NOT SHOWN ON PLAT TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN. IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY CLIENT AND ARE NOT BE COMPLETE.
6. FENCE OWNERSHIP NOT DETERMINED. THE SURVEYOR WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL AND/OR CHANGES TO ANY FENCES UNLESS THE SURVEY WAS PROVIDED SPECIFICALLY FOR FENCE LOCATION PURPOSES.
7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THE SURVEY IS EXCLUSIVE FOR THE USE OF THE PARTIES TO WHOM IT IS CERTIFIED. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.
9. THIS IS A BOUNDARY SURVEY UNLESS OTHERWISE NOTED AND TIES SHOWN HEREON ARE TO THE PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.
10. WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
11. PURSUANT TO FS. 334.003, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE.
12. THIS SURVEY IS NOT INTENDED TO BE PROOF OF OWNERSHIP AND IS NOT A GUARANTEE OR WARRANTY OF OWNERSHIP OF ANY KINDS, AND SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING IN THE DEFENSE, PROOF OR OR LOSS OF OWNERSHIP OF ANY OR ALL OF THE LANDS SHOWN AND DESCRIBED ON THIS SURVEY.

CERTIFIED TO: OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X(BFE N/A), PER F.I.R.M MAP NUMBER 12099C0788G, DATED 12/20/2024.

THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A AGENT SHOULD BE CONTACTED FOR VERIFICATION.

Digitally signed by Jon M. Shoemaker
Date: 2025.06.20 12:01:48 -04'00'

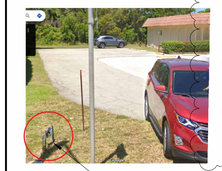
ORDERED BY:

FIRST CHOICE SURVEYING, INC.

DATE SIGNED: 06/03/25

PARKING CALCULATION

BUILDING AREA:	1535 SF
BUILDING USE:	OFFICE
REQUIRED SPACES PER SF:	1/200 SF
1525 SF / 200 = 7.6	8 SPACES

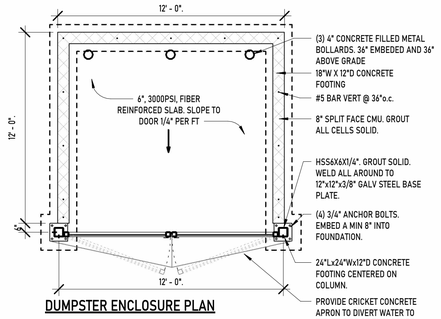


EXISTING DOMESTIC WATER METER AND BACKFLOW PREVENTER TO REMAIN

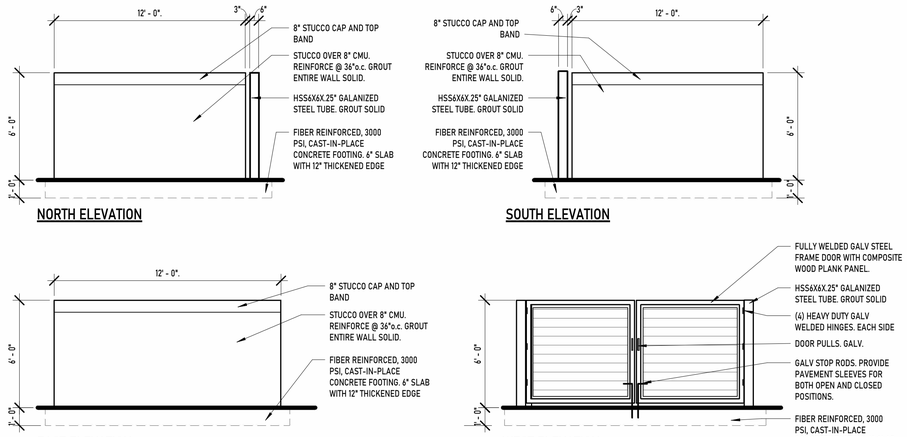
LINE TABLE		
L-1	EAST 100.00'	(D)
L-1	S 88°17'04" W 100.11'	(M)

1 ALL TRAFFIC SIGNING AND PAVEMENT MARKING SHALL COMPLY WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

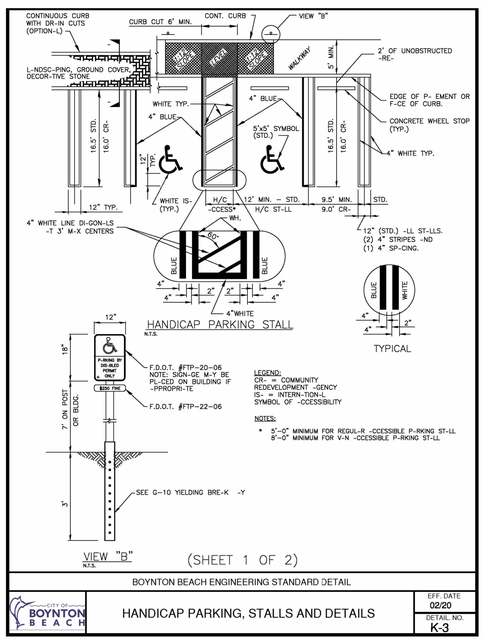
1 PROPOSED SITE PLAN
1" = 20'-0"



DUMPSTER ENCLOSURE PLAN



2 DUMPSTER ENCLOSURE PLAN AND ELEVATIONS
1/4" = 1'-0"



BOYNTON BEACH ENGINEERING STANDARD DETAIL

CITY OF BOYNTON BEACH

HANDICAP PARKING, STALLS AND DETAILS

EFF. DATE 02/20
DETAIL NO. K-3

8/6/2025 12:53:05 PM

(SHEET 1 OF 2)

ZACH KASKY ARCHITECTURE PROFESSIONAL DESIGN
PO Box 780173, Orlando, FL 32878
407-910-5554
info@zkarch.com | www.zkarch.com

PROJECT

curaleaf

BOYNTON BEACH
TENANT ALTERATIONS
3604 BOYNTON BEACH BLVD, BOYNTON BEACH, FL 33436

CONSULTANT

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED BY ZACHARY KASKY USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE ELECTRONIC SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

DRAWING CERTIFICATION

STATE OF FLORIDA ZACHARY T. KASKY AR97739 REGISTERED ARCHITECT

Zachary T Kasky 2025.08.06 12:53:44 -04'00'

ZACHARY T. KASKY LIC.# AR97739
IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THESE DRAWINGS UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT.

REVISIONS

Number	Description	Date
1	REV01	08/06/2025

DRAWING TITLE

EXISTING SURVEY AND NEW SITE PLAN

PROJECT # 2024054

DATE JUNE 26, 2025

SHEET #

G1.00

© COPYRIGHT 2025 ZACH KASKY ARCHITECTURE, LLC

3604 Boynton Beach Blvd, Boynton Beach, FL

Curaleaf Florida LLC

Annexation, Future Land Use Map, Variance, and Zoning Change Request Application

Legal Description

"THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS ""A"" AND ""B"", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS ""A"" AND ""B"", THENCE NORTH 00°06'51"" WEST, 155.80 FEET; THENCE NORTH 88°11'06"" EAST, 100.00 FEET; THENCE SOUTH 00°09'20"" EAST, 155.97 FEET; THENCE SOUTH 88°17'04"" WEST, 100.11 FEET TO THE POINT OF BEGINNING. CONTAINING: 15,591 SQUARE FEET/ 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER."

DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: Curaleaf Florida LLC Annexation (2025.07.4275)

APPLICANT: Curaleafl Florida LLC

APPLICANT'S ADDRESS: 3604 West Boynton Beach Boulevard

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: October 21, 2025

APPROVAL SOUGHT: A Variance request for a rear yard setback of 9.1 feet where 20 feet is require for an existing structure.

LOCATION OF PROPERTY: 3604 West Boynton Beach Boulevard

DRAWING(S): SEE EXHIBIT "C" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
   __X__ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."

4. The Applicant's request is hereby
   __X__ GRANTED subject to the conditions referenced in paragraph 3 above.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____
   _____
   _____

DATED: _____ _____
City Clerk

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.
10/21/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Development Order for the Conditional Use for American Countertops & Design LLC (COUS - 2025.06.4161).

Requested Action: Approve the Development Order for Conditional Use (COUS-2025.06.4161) for American Countertops & Design, LLC to be located at 1900 Corporate Dr., in the Planned Industrial Development (PID) zoning district.

Explanation of Request:

The applicant is requesting Conditional Use (COUS - 2025.06.4161) approval to operate a countertops fabrication shop at 1900 Corporate Dr, Suite 2114 & 2116, with hours of operation from 8:00 A.M. to 5:00 P.M. The subject property is currently developed with a building that was approved for industrial use (84-1088) in 1984.

The subject property is generally located between W. Woolbright Rd. and SW 23 rd Ave., and between CSL Railroad and Lake Ida E-4 Canal (Lake Worth Drainage District). The gross building area of the existing building is 61,467 square feet, and the countertops fabrication shop is proposed in Suites 2114 & 2116, approximately 5,662 square feet. The applicant's proposal includes interior renovation work only. Exterior alterations or building additions are not proposed.

The Land Development Regulations require Conditional Use approval for stone cutting and finishing within the Planned Industrial Development (PID) zoning district, if located within two hundred (200) feet from a residential zoning district. The application for Conditional Use (COUS - 2025.06.4161) has been reviewed against the applicable review criteria.

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

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Staff Report.docx
Exhibit A - Location Map.pdf
Exhibit B - Project Description & Justification Statement.pdf
Exhibit C - Project Plans.pdf
Exhibit D - Conditions of Approval.docx
Development Order _ COUS-2025.06.4161.docx

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Rebecca Shelton Members of the City Commission
THRU:	Amanda B. Radigan, AICP, LEED AP Planning and Development Director
FROM:	Yazan Bata Planner I
DATE:	September 2, 2025 CC Hearing Date: October 21, 2025
PROJECT:	Conditional Use for American Countertops & Design LLC COUS - 2025.06.4161
REQUEST:	Approve request for Conditional Use (COUS - 2025.06.4161) for American Countertops & Design LLC to be located at 1900 Corporate Dr, in the Planned Industrial Development (PID) zoning district.

PROJECT DESCRIPTION

Property Owner:	Boynton Commerce Center LLC
Applicant:	Celso Pessotti Filho, American Countertops & Design LLC
Location:	1900 Corporate Dr (Exhibit A – Location Map)
PCN:	08-43-45-32-14-003-0032
Future Land Use:	I (Industrial)
Existing Zoning:	PID (Planned Industrial Development)
Acreage:	14.52 acres

Adjacent Uses:

North:	Developed industrial property, classified as Industrial (I) land use and zoned Planned Industrial Development (PID);
South:	Developed industrial property, classified as Industrial (I) land use and zoned Planned Industrial Development (PID);
East:	SCL Railroad, followed by undeveloped land; further east is right-of-way of Interstate 95; and

West: Lake Ida E-4 Canal (Lake Worth Drainage District); further west is developed single-family residential areas (Leisureville), classified as Low Density Residential (LDR), and zoned Single-family Residential (R1AA).

PROPERTY OWNER NOTIFICATION

A notice of the requests was mailed to owners of properties within 400 feet of the subject property, and signs were posted for the City Commission meeting date. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007 & 05-004.

BACKGROUND

The applicant is requesting Conditional Use (COUS - 2025.06.4161) approval to operate a countertops fabrication shop at 1900 Corporate Dr, Suite 2114 & 2116, with hours of operation from 8:00am to 5:00pm. The subject property is currently developed with a building that was approved for industrial use (84-1088) in 1984.

The subject property is generally located between W Woolbright Rd and SW 23rd Ave, and between CSL Railroad and Lake Ida E-4 Canal (Lake Worth Drainage District). The gross building area of the existing building is 61,467 square feet, and the countertops fabrication shop is proposed in Suites 2114 & 2116, approximately 5,662 square feet. The applicant's proposal includes interior renovation work only. Exterior alterations or building additions are not proposed.

The Land Development Regulations require Conditional Use approval for stone cutting and finishing within the Planned Industrial Development (PID) zoning district, if located within two hundred (200) feet from a residential zoning district. The application for Conditional Use (COUS - 2025.06.4161) has been reviewed against the applicable review criteria.

ANALYSIS

Part III, Chapter 3, Article IV, Section 4.C. Standards for Evaluating Conditional Uses of the City's Land Development Regulations (LDRs) contains the following standards to evaluate the Conditional Use application. In addition, the applicant has submitted a separate detailed justification statement that addresses each of these standards (see Exhibit B – Project Description & Justification Statement).

The City Commission shall consider only such conditional uses as authorized under the terms of the LDR's. Conditional uses may be granted as proposed or with conditions of approval including, but not limited to, the dedication of property for streets, alleys, recreation space and sidewalks, as shall be determined necessary for the protection of the surrounding area and the citizens' general welfare, or be denied when not in harmony with the intent and purpose of the Conditional Use application. In evaluating the application, the Commission shall consider the effect of the proposed use on the general health, safety and welfare of the community and make written findings certifying that satisfactory provisions have been made concerning the following standards, where applicable:

1. *Ingress and egress to the subject property and proposed structures thereon, with particular reference to automobile and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.*

According to the approved site plan (84-1088), there is one (1) point of ingress/egress to the subject

property. It is located on Corporate Drive, which directly serves the parking lot. The parking lot for the subject property adequately accommodates vehicular circulation on site, including emergency vehicles and sanitation equipment. No changes to the ingress or egress patterns are necessitated by the inclusion of the proposed countertops fabrication shop.

2. *Off-street parking and loading areas where required, with particular attention to the items in standard #1 above, and the economic, glare, noise, and odor effects the conditional use will have on adjacent and nearby properties, and the city as a whole.*

The existing parking lot accommodates 241 parking spaces (84-1088). The tenant has six (6) designated parking spaces - (5) regular parking spaces and one (1) ADA parking space with an ADA-compliant walkway for easy accessibility. In addition, there are two (2) designated loading/unloading spaces for pre-scheduled delivery and shipping to prevent congestion. Pursuant to Chapter 4, Article V, Section 2, E. Table 4-20. Industrial Uses, the proposed countertops fabrication shop requires one (1) parking space for each 500 square feet of gross floor area. This is in accordance with the number of parking spaces in the previously approved site plan. Therefore, no change to parking is required.

According to the justification statement, expected customers will use the showroom entrance whereas delivery trucks will load/unload at the warehouse door. Therefore, the proposed use will not generate additional parking demand and safety will be maintained. The applicant is not proposing to alter the existing parking lot for the countertops fabrication shop. The existing parking lot will remain as approved and constructed.

According to the justification statement, all cutting and polishing operations will take place indoors. Vibration dampers will be installed on machinery bases to minimize noise transmission, and a noise monitoring program will be in place. Moreover, wet saws, water sprays, wet polishing systems, HEPA-filtered vacuums, and local exhaust ventilation will be used to manage dust. An air purification system will be installed to ensure compliance with health and safety standards.

3. *Refuse and service areas, with particular reference to the items in standards a and b above.*

According to information gathered from the applicant's submission, the primary waste generated by operations consists of general office and packaging waste as well as non-hazardous stone sediment and sludge. Such waste will not be discharged into the sanitary sewer system; rather, it will be stored in sealed containers prior to the disposal of in 10-yard dumpsters, located inside the warehouse near the cutting machines. The City of Boynton Beach Garbage and Recycling, Public Works Department will handle waste removal, the applicant states.

Additionally, existing dumpsters are located on multiple spots along the western property line and are accessible to commercial waste haulers. The existing dumpsters will remain as approved.

4. *Utilities, with reference to locations, availability, and compatibility.*

The Utilities Department has reviewed the project and confirmed that the City's water capacity is sufficient to provide the projected potable water requirements. Sufficient sanitary sewer and wastewater treatment capacity is currently available to serve the project.

5. *Screening, buffering and landscaping, with reference to type, dimensions, and character.*

The main purpose of the City's landscape buffer requirements is to ensure compatibility of the proposed development with adjacent properties and to improve the appearance and character of the

community by requiring quality plant material and appropriate placement. The applicable landscape buffer types are dependent on the zoning districts, uses, densities, intensities, and building height(s) of the subject property and abutting and/or adjacent properties. The subject property is located adjacent to the properties currently zoned PID (Planned Industrial Development) to north and south. As aforementioned in this report, the applicant proposes an interior renovation work only for the countertops fabrication shop, and therefore the application is not subject to landscape buffer requirements.

6. *Signs, and proposed exterior lighting, with reference to glare, traffic safety, economic effect, and compatibility and harmony with adjacent and nearby properties.*

The applicant proposes standard signage for their business and consistent with nearby businesses. A new sign must obtain sign permit approval and meet the City's Sign Code requirements at the time of permitting.

The applicant is not proposing to alter any exterior or wall mounted lightings. Furthermore, no additional signage is anticipated with the application.

7. *Required setbacks and other open spaces.*

The subject property is situated in the Planned Industrial Development (PID) zoning district. According to the approved site plan (84-1088), the subject property complies with the setback requirements as defined in Chapter 3, Article III, Section 6. As aforementioned in this report, neither exterior alteration nor addition is proposed. The building setbacks and landscape areas will remain as shown on the approved site plan (see Exhibit C - Project Plans).

8. *General compatibility with adjacent properties, and other properties in the zoning district.*

With all conditions and staff recommendations contained herein, the proposed countertops fabrication shop is deemed to be compatible with the other uses within the PID zoning district and with the existing residential developments across the canal from the subject property. The proposed hours of operation from 8:00am to 5:00pm will not adversely impact the neighboring residential properties or adjacent businesses.

9. *Height of building and structures, with reference to compatibility and harmony with adjacent and nearby properties, and the city as a whole.*

According to the Building and Site Regulations for the PID zoning district, the maximum allowable building height is 45 feet. According to the approved elevations plan, the west elevation is 20 feet, which does not exceed the maximum allowable height. Therefore, the building height is compatible with adjacent and nearby properties, as well as the typical building height found on other properties within the PID zoning district.

10. *Economic effects on adjacent and nearby properties, and the city as a whole.*

There should be no adverse effects on adjacent or nearby properties as a result of the proposed countertops fabrication shop. Rather, according to the justification statement, the business will create 12-16 direct jobs and will support 15-20 subcontractor jobs. Its proximity to Home Depot and Lowe's will support local construction projects and increase business activity in the city of Boynton Beach.

11. *Conformance to the standards and requirements, which apply to site plans, as set forth in Part III, Chapter 4. Site Plan Review, of the City's Land Development Regulations.*

The proposed interior renovation drawings and parking requirements have been reviewed against the applicable Land Development Regulations (Part III of the City's Code of Ordinances). Staff has concluded that the proposed interior work and parking requirements for the countertops fabrication shop proposed at 1900 Corporate Drive comply with the LDRs. However, the project is required to satisfy the Conditions of Approval (see Exhibit D - Conditions of Approval) at the time of permitting.

12. *Compliance with and abatement of nuisances and hazards in accordance with the operational performance standards as indicated in Chapter 3, Article IV, Section 1 and the Noise Control Ordinance, and City Code of Ordinances Part II, Chapter 15, Section 15-8.*

The applicant's precautionary measures to prevent negatively impacting neighboring properties are discussed within this staff report.

With all conditions and staff recommendations contained herein, the proposed use is in compliance with the above-referenced codes and ordinances of the City of Boynton Beach.

RECOMMENDATION

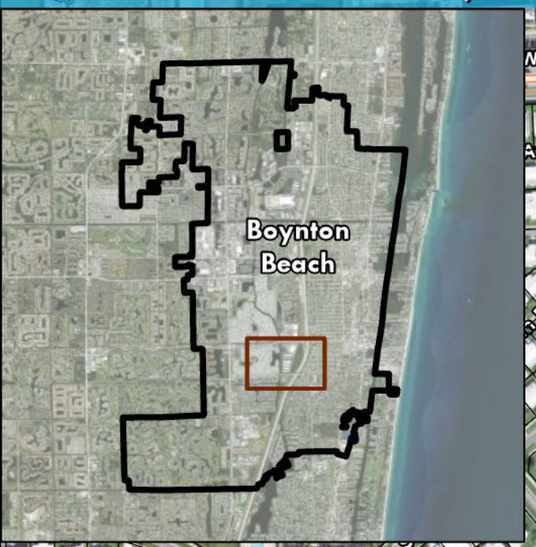
Based on the information contained herein and compliance with the applicable development regulations and review criteria, staff recommends APPROVAL of the proposed Conditional Use (COUS - 2025.06.4161) subject to satisfying all comments indicated in Exhibit D – Conditions of Approval. Any additional conditions required by the City Commission shall be documented accordingly in the Conditions of Approval document.

ATTACHMENTS

Location Map

1900 CORPORATE DR (PCN: 08-43-45-32-14-003-0032)

CITY OF BOYNTON BEACH



SITE

W Woolbright Rd
SW 14th Ave
Sunrise
Canal L-26
Corporate Dr
Lowe's
SCL Railroad
Lake Ida Canal
SW 17th Ave
SW 16th St
Campanelli Blvd
SW 19th /SW 19th Ave
SW 18th St
SW 18th St
SW 17th St
SW 17th St
Verdi Dr
SW Nichols Dr
SW 15th St
SW 14th Pl
SW 13th Pl
Florentine Way
SW 20th Ave
SW 22nd Ave
SW 22nd Ave
SW 23rd Ave
SW 23rd Ave
SW 22nd Way
SW 22nd Way
SW 10th St
SW 11th St
SW 24th Ave
SW 25th Ave
SW 25th Ave
SW 25th Pl
SW 8th St
SW 6th St
SW 5th St
Churchill Dr
SW 23rd ASW 23rd Ave
SW 24th /SW 24th Ave
SW 23rd Ave
SW 23rd Ave
SW 23rd Ave
North Blvd
South Blvd
N High Point Blvd
High Point Blvd
SW 3rd St
SW 3rd St
SW 2nd St
SW 24th A\SW
SW 25th Ave
Ridge Pointe Dr
Bethesda Hospital East
SW 26th /
95
56

Legend

- Site Location - 1900 CORPORATE DR
- Current City's Boundary

N

0 115 230 460 690 920 Feet

Conditional Use Request for Countertop Fabrication Shop

Applicant: Renato Cruz
Business Name: American Countertops and Design LLC
Proposed Location: 1900 Corporate Dr #2114, 2116, Boynton Beach, FL 33426

Description of Request

Renato Cruz, on behalf of American Countertops and Design LLC, respectfully requests a **Conditional Use Approval** for a countertop fabrication shop located at 1900 Corporate Dr #2114 and 2116. The subject property is within the **Planned Industrial Development (PID) zoning district**, and the proposed use requires conditional approval due to the zoning boundaries proximity (153 feet) to residential zoning, which is under the standard 200-foot requirement. Although the site is 153 feet from a residential zone, the **actual warehouse is approximately 700 feet away** from any residential property.

The business will involve **cutting, polishing, and fabricating countertops** made from granite, quartz, and other solid surfaces. Additionally, the site will include storage for raw materials, workspace for fabrication, and designated areas for loading, unloading, and parking of transport vehicles.

Justification for Conditional Use Approval

The proposed countertop fabrication shop is compatible with the surrounding commercial area and has minimal impact on nearby residential properties. To comply with city regulations, the following measures will be implemented:

1. **Noise Reduction:** All cutting and polishing operations will take place indoors. Vibration dampers will be installed on machinery bases to minimize noise transmission, and a noise monitoring program will be in place.
2. **Dust & Air Quality Control:** Wet saws, water sprays, wet polishing systems, and HEPA-filtered vacuums will be used to manage dust. An air purification system will be installed to ensure compliance with health and safety standards.
3. **Traffic & Parking Management:** The property will have **six (6) designated parking spaces** for employees and clients. Delivery trucks (e.g., 26ft box trucks) will unload materials directly at the warehouse door during pre-scheduled time slots to prevent congestion.
4. **Operational Hours:** The business will operate between **[Proposed Hours, e.g., 8 AM - 5 PM]**, ensuring minimal disruption to nearby residences.
5. **Waste Management:** Scrap materials will be collected in small containers and disposed of in 10-yard dumpsters, with recycling managed through the **City of Boynton Beach Garbage & Recycling Department**.

6. **Buffering & Landscaping:** Although the site is 153 feet from a residential zone, the **actual warehouse is approximately 700 feet away** from any residential property, mitigating potential impacts. Additionally, the warehouse door will remain partially closed during operating hours.

Compliance with the 12 Conditional Use Criteria

The project meets the **City of Boynton Beach's Conditional Use Criteria** as follows:

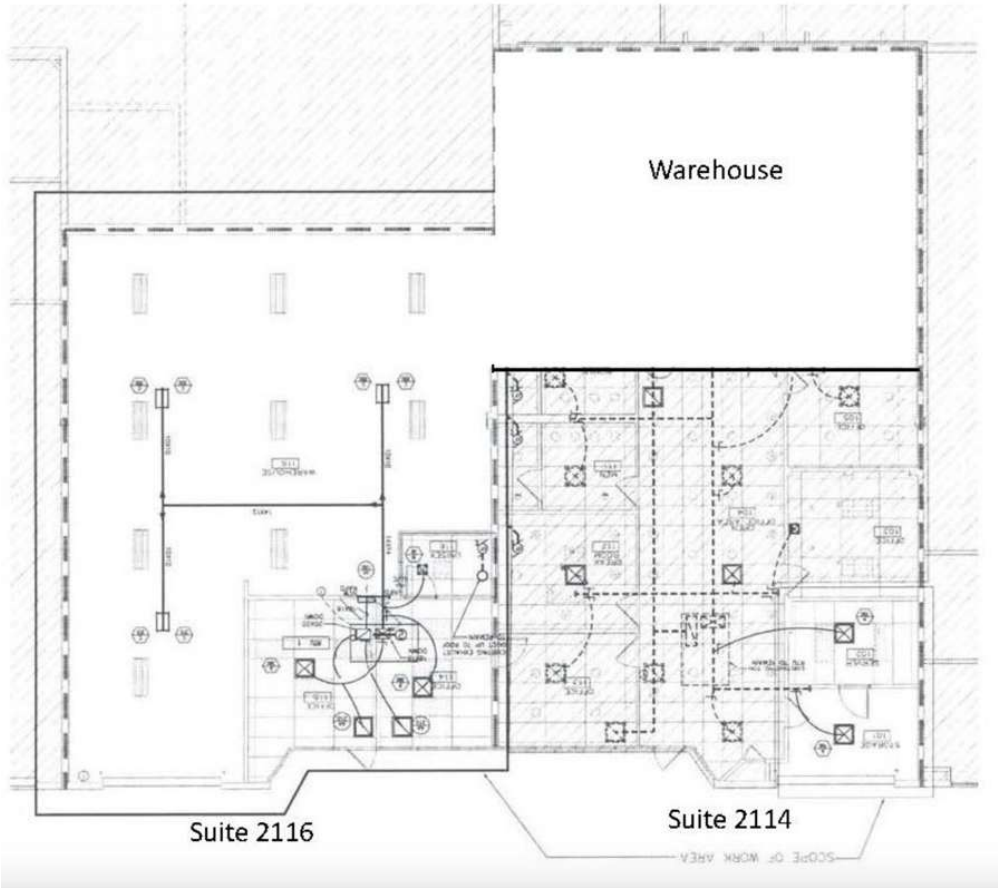
1. **Ingress & Egress (Access & Traffic Flow):** Vehicles will not enter the building; a forklift will operate inside. Deliveries will be made directly to the warehouse door, while clients will use the showroom entrance. Yellow floor markings will be used to ensure client safety.
2. **Off-Street Parking & Loading:** The site has six (6) parking spaces. Delivery trucks will load/unload at the warehouse door. No congestion is expected due to scheduled deliveries with small trucks.
3. **Refuse & Service Areas:** Fabrication waste will be collected in small containers and disposed of in 10-yard dumpsters, located inside the warehouse near the cutting machines. The City of Boynton Beach Garbage & Recycling Department will handle waste removal.
4. **Utilities (Water, Electricity, Sewer):** The site has existing water, sewer, and electricity connections. Water recycling systems will be installed to minimize water usage and manage runoff.
5. **Screening, Buffering & Landscaping:** Although zoning is 153 feet from residential areas, the actual warehouse is 700 feet away. No outdoor operations will take place, and the warehouse door will remain partially closed to reduce noise.
6. **Signs & Exterior Lighting:** Standard signage will be used, consistent with nearby businesses. No exterior lighting is planned, and residential properties are far enough away (700 feet) to avoid light pollution.
7. **Setbacks & Open Spaces:** The building complies with all setback requirements and includes designated open spaces and green areas.
8. **Compatibility with Adjacent Properties:** The area consists of industrial and commercial businesses, including Lowe's and other construction-related businesses, making the countertop shop a compatible addition.
9. **Height of Buildings & Structures:** The business will operate within an existing warehouse with a **22-foot clear ceiling height**, which is consistent with surrounding buildings.
10. **Economic Effects on Nearby Properties & the City:** The business will create **12-16 direct jobs** and **15-20 subcontractor positions**. Its proximity to Home Depot and Lowe's will support local construction projects, increasing business activity in the city of Boynton Beach.
11. **Mixed-Use or Redevelopment Plan Compliance:** The property is zoned as **Planned Industrial Development (PID)** and classified as **Industrial (I)** under the city's

comprehensive plan. The business will support local renovations and property improvements.

12. **Nuisance Abatement (Noise, Dust, Safety):** Noise will be minimized using vibration dampers and a noise monitoring system. Dust control will be managed through wet cutting methods, local exhaust ventilation, and HEPA-filtered vacuums. No hazardous materials will be used.

Supporting Documents

- **Suites Floor Plan**: Indicating the location of the work area and storage area.

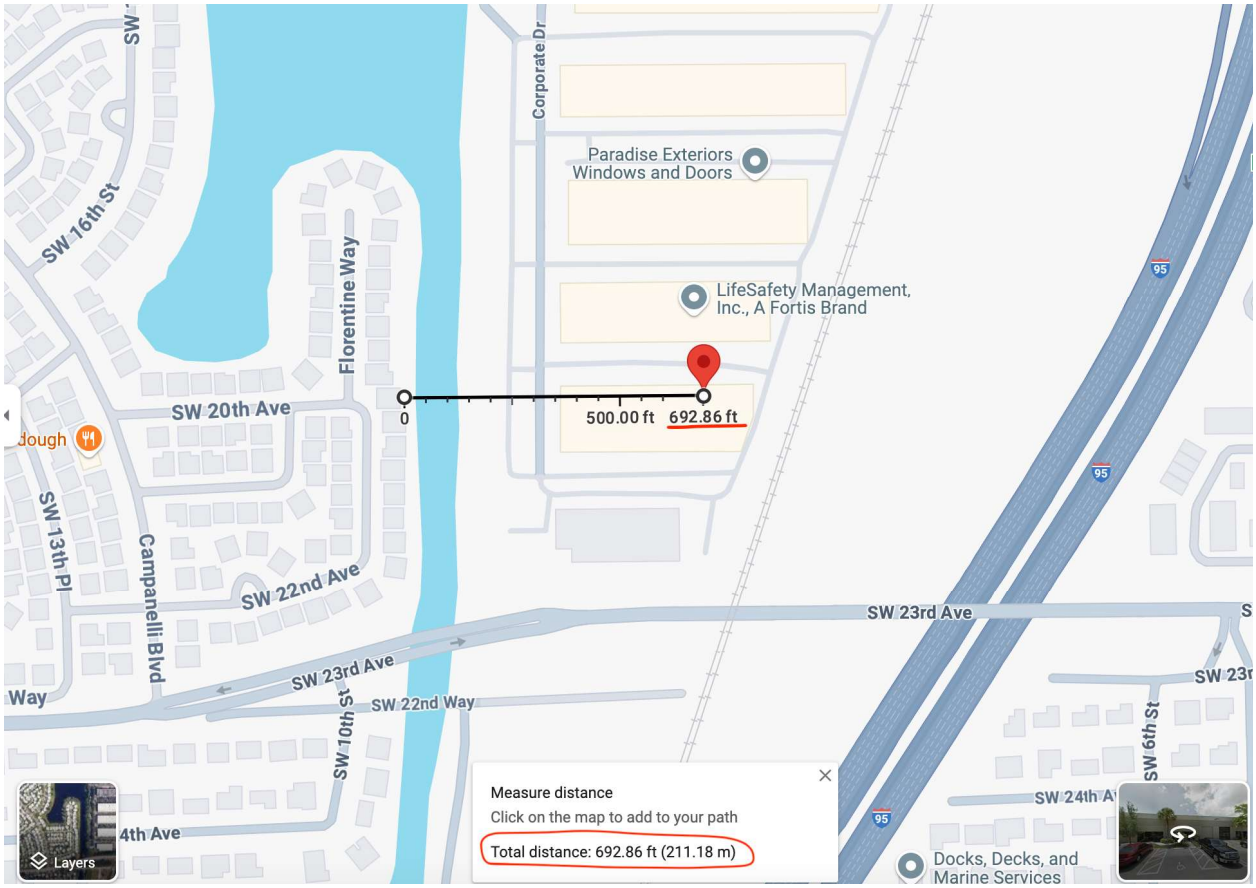


- **Outside Pictures Conditions**: Showing existing structures and existing operation from other businesses.





- **Business Actual Location**: Showing actual distance from the business location to the next residential unit (about 700ft of distance). As shown, the business is close to a railway line, indicating that its far from residential areas.



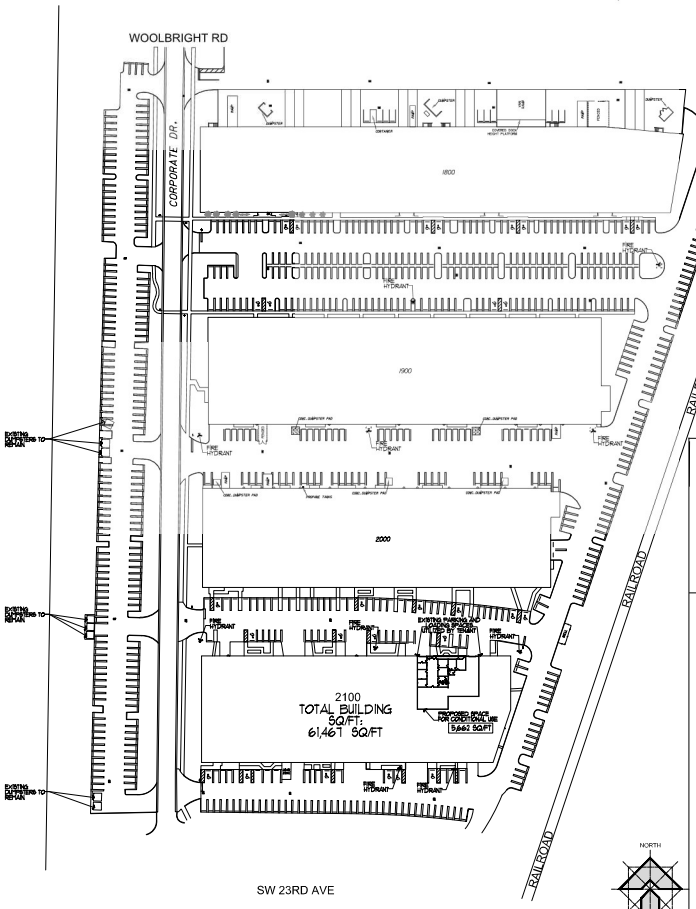
American Countertops and Design LLC looks forward to working with the City of Boynton Beach to ensure compliance and establish a successful, well-integrated business in the community. We respectfully request your approval of this Conditional Use application.

Prepared by:
Renato Cruz
American Countertops and Design LLC
(561) 669-6229

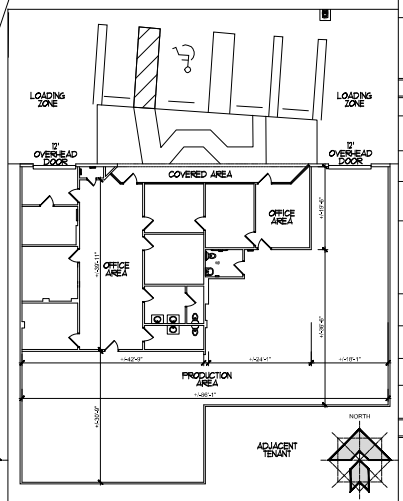
APPROVED
ENGINEERING
PessoaGuazzelliIL 09/09/2025

CONDITIONAL USE SITE PLAN

2100 CORPORATE DRIVE, SUITES 2114 & 2116,
BOYNTON BEACH, FL 33426



CONDITIONAL USE SITE PLAN 1
SCALE: 1/64" = 1'-0"



ENLARGED OFFICE PLAN 2
SCALE: 3/32" = 1'-0"

SITE INFORMATION

PROPERTY ADDRESS:
2100 CORPORATE DRIVE, SUITES 2114 & 2116, BOYNTON BEACH, FL 33426

VICINITY MAP:



LEGAL DESCRIPTION:

BOYNTON COMMERCE CENTER SLY 462 FT OF PAR 3-C PARS 3-D, 3-E, 3-F, NLY 35 FT OF PAR 3-G, I SLY 1018.60 FT OF PAR 3-H (LESS NLY 1151.71 FT OF WLY 1158 FT OF ELY 1213.58 FT IN ORB 13946)

SITE DATA

CODE AND ZONING INFORMATION OF SITE

OWNER:	BOYNTON COMMERCE CENTER LLC PRINCIPAL REAL ESTATE INVESTORS C/O 801 GRAND AVE DES MOINES IA 503091 8000
MUNICIPALITY	BOYNTON BEACH
SUBDIVISION	BOYNTON COMMERCE CENTER
ZONING:	PID (PLANNED INDUSTRIAL DEVELOPMENT DISTRICT)
EXISTING LAND USE:	INDUSTRIAL
FUTURE LAND USE:	I
PARCEL CONTROL NUMBER	08-43-45-32-14-003-0032
BOOK / PAGE	22215 / 1367
TOTAL GROSS ACRES:	1451 ACRES
TOTAL GROSS SQ/FT:	632,188 SQ/FT
BUILDING AND SITE REGULATIONS:	1. MINIMUM FRONT SETBACK (FEET): 30 2. MINIMUM INTERIOR SIDE SETBACK (FEET): 20 3. MINIMUM REAR SETBACK (FEET): 30 4. MINIMUM BUILDING SEPARATION (FEET): 25 5. MAXIMUM LOT COVERAGE: 60%

INFORMATION OF BUILDING 2100

BLDG SQ/FT:	61,461 SQ/FT
SQ/FT OF CONDITIONAL PROPOSED SPACE:	5,662 SQ/FT
INTENDED USE OF INDICATED FLOOR AREA	COUNTERTOP FABRICATION BUSINESS
PROPOSED SIDEWALKS AND PEDESTRIAN AREAS	ALL STRUCTURES ARE EXISTING TO REMAIN, NO NEW WORK TO BE PROVIDED ON SIDEWALKS AND PEDESTRIAN AREAS.
PROPOSED OFF-STREET PARKING SPACES, LOADING ZONES, AND WAREHOUSE DOORS	ALL STRUCTURES ARE EXISTING TO REMAIN, NO NEW WORK TO BE PROVIDED ON OFF-STREET PARKING, LOADING ZONES, AND WAREHOUSE DOORS
STRUCTURE ALTERATION	ALL EXISTING BUILDINGS TO REMAIN, NO NEW BUILDING STRUCTURE IS TO BE PROVIDED.
PROPOSED DUMPSTERS:	ALL EXISTING DUMPSTER ARE TO REMAIN, NO NEW DUMPSTER ARE TO BE PROVIDED.
PROPOSED BENCHES	NO BENCHES EXIST OR ARE PROPOSED
STORAGE	ALL STORAGE WILL TAKE PLACE INSIDE, WITH NO EXTERNAL STORAGE AREAS.

LEGEND

	STORM DRAIN INLETS
	FIRE HYDRANTS
	DUMPSTER

CONDITIONAL USE SITE PLAN
- COUNTERTOP FABRICATION -
2100 CORPORATE DR. SUITE 2114 & SUITES 2116
BOYNTON BEACH, FLORIDA 33426

ARCHITECT

PROJECT NO: 25-110
DRAWN BY: GM
CHECKED BY: SM

NO.	DATE	ISSUED FOR
1	07.25.2025	SITE PLAN
2	08.07.2025	FLOOR PLAN UPDATE
3	09.09.2025	NOTE UPDATE

CONDITIONAL USE SITE PLAN

SP-1

EXHIBIT "D"
Conditions of Approval

Project Name: American Countertops and Design LLC
File number: COUS - 2025.06.4161
Reference: 3rd review of plans and documents identified as a Conditional Use submitted on September 2, 2025

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / UTILITIES		
Comments: None	X	
PLANNING AND ZONING		
Comments:		
1. It is the applicant's responsibility to ensure that the application requests are publicly advertised in accordance with Ordinance 04-007 and Ordinance 05-004, and an affidavit with attachments (ownership list, radius map, and copy of mailing labels) is required to be provided to the City Clerk and Planning & Zoning Division one (1) week prior to the first public hearing.	X	
2. Approval of the Conditional Use application does not grant business approval. The applicant shall obtain necessary approvals from the City and other governmental agencies prior to operation of the business.	X	
3. The subject property shall obtain all required governmental approvals prior to the installation of any signage, pursuant to Chapter 4, Article IV. Sign Standards of the City's Land Development Regulations.	X	
POLICE / FIRE		
Comments: None.		
BUILDING		
Comments: None.		
CITY COMMISSION CONDITIONS		
Comments: TBD		

DEVELOPMENT ORDER OF
THE CITY COMMISSION OF
THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: American Countertops & Design LLC (COUS-2025.06.4161)

APPLICANT: Celso Pessotti, American Countertops and Design LLC

APPLICANT'S ADDRESS: 1900 Corporate Dr, Boynton Beach, FL 33426

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: October 21, 2025

APPROVAL SOUGHT: Approve request for Conditional Use (COUS - 2025.06.4161) for American Countertops & Design LLC to be located at 1900 Corporate Dr, in the Planned Industrial Development (PID) zoning district.

LOCATION OF PROPERTY: 1900 Corporate Dr

DRAWING(S): SEE EXHIBIT "C" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
   ___ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "D" with notation "Included."

4. The Applicant's request is hereby
   ___ GRANTED subject to the conditions referenced in paragraph 3 above.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____
   _____
   _____

DATED: _____ _____
City Clerk

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.
10/21/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Proposed Ordinance No. 25-034- First Reading, an Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, Land Development Regulations, Chapter 2, Land Development Process, Article VI, Impact and Selected Fees, and providing an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-034.

Explanation of Request:

The proposed amendment establishes a phased implementation schedule for the City's Mobility Fee to ease the transition for the development community and encourage early compliance. Rather than assessing the full fee immediately upon adoption, the amendment introduces a three-year discount period that gradually decreases over time.

Under the proposed structure, developments issued permits between October 1, 2025, and September 30, 2026, would receive a 15% discount on the total calculated Mobility Fee. The discount would then decrease to 10% for the following year (October 1, 2026 – September 30, 2027) and to 5% during the third year (October 1, 2027 – September 30, 2028). Beginning October 1, 2028, the full Mobility Fee would apply with no discount. The amendment also includes a provision addressing potential State-mandated discounts or credits. If the State of Florida enacts legislation requiring any reduction in mobility fee assessments, the City's discount will be adjusted accordingly so that the total combined discount does not exceed the percentages outlined in the phased schedule.

Additionally, the amendment clarifies the calculation methodology for multi-family residential developments. The total square footage for multi-family uses will be based on the habitable area of dwelling units and excludes common areas, lobbies, leasing offices, and residential amenities not accessible to the public.

This phased approach is consistent with the implementation strategy used for the City's updated Parks and Recreation Impact Fees, which went into effect in 2024 and provided a similar transition period for the development community.

Overall, this amendment balances the City's goal of implementing the Mobility Fee program to support multimodal transportation investments while providing predictability and fairness to the development community during the initial rollout period.

How will this affect city programs or services? The collection of the fees help fund projects identified in the City's adopted mobility plan.

Account Line Item and Description: N/A

Attachments:
Ord. 25-034 Amending_Land_Use_Regulations_Mobility_Fee.docx
CDRV 25-009 Mobility Phased Implementation.docx
Business-impact-estimate_Agenda Item 3825-2025.docx

ORDINANCE NO. 25-034

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 2 "LAND DEVELOPMENT PROCESS," ARTICLE VI "IMPACT AND SELECTED FEES;" TO ESTABLISH A PHASED IMPLEMENTATION SCHEDULE FOR THE CITY'S MOBILITY FEE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part III "Land Development Regulations," Chapter 2 "Land Development Process," Article VI "Impact and Selected Fees," of the City's Code of Ordinances currently establishes mobility fees; and

WHEREAS, the Planning and Zoning Department would like to amend the mobility fee schedule to establish a phased implementation schedule for the City's mobility fee to ease the transition for the development community and encourage early compliance; and

WHEREAS, the amendment also clarifies the calculation methodology for multi-family residential developments by defining the total square footage as habitable dwelling unit area, specifically excluding common areas, lobbies, leasing offices, and residential amenities not accessible to the general public; and

WHEREAS, the City Commission has determined that this amendment serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Part III "Land Development Regulations," Chapter 2 "Land Development Process," Article VI "Impact and Selected Fees," Section 10 "Mobility Fees," is hereby amended to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

...

CHAPTER 2. LAND DEVELOPMENT PROCESS

...

ARTICLE VI. IMPACT AND SELECTED FEES

...

Sec. 10. Mobility Fees

...

c. Mobility Fee Imposition. The mobility fee imposed by this section shall apply to new applications for development permits issued on or after May 20, 2025, for future development that results in an increase in person travel demand above and beyond the current use of property.

...

3. Mobility Fee Schedule. Any person who shall initiate any new impact generating land development activity, except as otherwise provided for herein, shall pay a mobility fee, based on the applicable assessment area established in the mobility plan and mobility fee technical report, as set forth in the following Mobility Fee Schedule:

Mobility Fee Schedule	
Use Categories, Use Classifications, and Representative Uses	**Mobility Fee**

...

Mobility Fee Schedule Footnotes
[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.
[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each buildings total habitable area of dwelling units. ~~Measured from the exterior surface of the exterior walls. This includes~~ Areas not included in the calculation are common areas, lobbies, leasing offices, and residential amenities ~~not accessible to the public.~~ Retail or office square footage ~~leased to a third~~

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Words in underlined type are additions.

~~party would~~ pay the applicable mobility fee rate. Square footage does not include parking garages or structures.
[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provide~~s~~ drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

...

Phased Implementation of Mobility Fee:

To support a smooth transition and encourage early compliance, the City will implement the Mobility Fee on a phased basis. During the initial three years of adoption, a discount shall be applied to the total calculated fee due at the time of permit issuance.

Discount Schedule:

- Effective October 1, 2025 – September 30, 2026
  A 15% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2026 – September 30, 2027
  A 10% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2027 – September 30, 2028
  A 5% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2028, and thereafter
  The full Mobility Fee shall be assessed with no discount applied.

The discount shall be applied uniformly to all development projects subject to the Mobility Fee. If the State of Florida mandates a discount, waiver, or credit for mobility fees, the City's phased discount shall be reduced by the amount of the State-mandated discount. Under no circumstance shall the combined discount exceed the percentage amounts established in the schedule above. No additional reductions, waivers, or credits beyond those provided in the City Code shall be permitted.

...

D. Mobility fee determination.

...

Section 3: Codification. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and

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be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 5: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6: Effective Date. This Ordinance shall take effect immediately upon passage.

[Signature Page to Follow]

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FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 2. LAND DEVELOPMENT PROCESS

…

ARTICLE VI. IMPACT AND SELECTED FEES

…

Sec. 10. Mobility Fees

…

c. Mobility Fee Imposition. The mobility fee imposed by this section shall apply to new applications for development permits issued on or after May 20, 2025, for future development that results in an increase in person travel demand above and beyond the current use of property.

…

3. Mobility Fee Schedule. Any person who shall initiate any new impact generating land development activity, except as otherwise provided for herein, shall pay a mobility fee, based on the applicable assessment area established in the mobility plan and mobility fee technical report, as set forth in the following Mobility Fee Schedule:

Mobility Fee Schedule	
Use Categories, Use Classifications, and Representative Uses	**Mobility Fee**

…

Mobility Fee Schedule Footnotes
[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.
[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each buildings total habitable area of dwelling units. Areas not included in the calculation are common areas, lobbies, leasing offices, and residential amenities. Retail or office square footage pay the applicable mobility fee rate. Square footage does not include parking garages or structures.
[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provides drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

…

Phased Implementation of Mobility Fee:

To support a smooth transition and encourage early compliance, the City will implement the Mobility Fee on a phased basis. During the initial three years of adoption, a discount shall be applied to the total calculated fee due at the time of permit issuance.

Discount Schedule:

- Effective October 1, 2025 – September 30, 2026
  A 15% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2026 – September 30, 2027
  A 10% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2027 – September 30, 2028
  A 5% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2028, and thereafter
  The full Mobility Fee shall be assessed with no discount applied.

The discount shall be applied uniformly to all development projects subject to the Mobility Fee. If the State of Florida mandates a discount, waiver, or credit for mobility fees, the City's phased

discount shall be reduced by the amount of the State-mandated discount. Under no circumstance shall the combined discount exceed the percentage amounts established in the schedule above. No additional reductions, waivers, or credits beyond those provided in the City Code shall be permitted.

…

D. Mobility fee determination.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 2 "LAND DEVELOPMENT PROCESS," ARTICLE VI "IMPACT AND SELECTED FEES"; TO ESTABLISH A PHASED IMPLEMENTATION SCHEDULE FOR THE CITY'S MOBILITY FEE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed amendment establishes a phased implementation schedule for the City's Mobility Fee to ease the transition for the development community and encourage early compliance. Rather than assessing the full fee immediately upon adoption, the amendment introduces a three-year discount period that gradually decreases over time.

Under the proposed structure, developments issued permits between October 1, 2025, and September 30, 2026, would receive a 15% discount on the total calculated Mobility Fee. The discount would then decrease to 10% for the following year (October 1, 2026 – September 30, 2027) and to 5% during the third year (October 1, 2027 – September 30, 2028). Beginning October 1, 2028, the full Mobility Fee would apply with no discount. The amendment also includes a provision addressing potential State-mandated discounts or credits. If the State of Florida enacts legislation requiring any reduction in mobility fee assessments, the City's discount will be adjusted accordingly so that the total combined discount does not exceed the percentages outlined in the phased schedule.

Additionally, the amendment clarifies the calculation methodology for multi-family residential developments. The total square footage for multi-family uses will be based on the habitable area of dwelling units and excludes common areas, lobbies, leasing offices, and residential amenities not accessible to the public.

This phased approach is consistent with the implementation strategy used for the City's updated Parking Impact Fees, which went into effect in 2024 and provided a similar transition period for the development community.

Overall, this amendment balances the City's goal of implementing the Mobility Fee program to support multimodal transportation investments while providing predictability and fairness to the development community during the initial rollout period.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

   (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

   NONE

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

   NONE

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

   NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Receive update on the status of future agenda items.

Requested Action: In order to provide the City Commission and public up to date information with respect to future agenda items, staff have initiated a tracking sheet for all future agenda items. Attached is the updated tracking sheet as of October 14, 2025.

Explanation of Request: In order to provide the City Commission and public up to date information with respect to future agenda items, staff have initiated a tracking sheet for all future agenda items. Attached is the updated tracking sheet as of October 14th, 2025.

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

Fiscal Impact: N/A

Attachments:
Future Agenda Status Update_102125.pdf

Future Item(s)	Description	Requested By:	Department	Employee	Status	Date on CC agenda
A.	Update on the City's Strategic Planning efforts.	Vice Mayor Hay	Economic Development	Gigi Chazu	Staff will provide presentation at the meeting.	November 4, 2025
B.	Joint City and CRA Workshop	Requested by City Commission and CRA Board.	City Manager	Andrew Mack	Staff working with CRA staff to create the agenda.	November 8, 2025
C.	Quarterly joint City/CRA coordination meeting	Requested by City Commission and CRA Board.	City Manager	Andrew Mack	Staff working with CRA staff to create the agenda.	January 13, 2025
D.	Discussion regarding creating a beautification board.	Commissioner Turkin	Public Works	Kevin Ramsey	No Staff action; pending discussion/ direction by the City Commission.	TBD
E.	Discussion regarding Citywide Master Plan to light up the City.	Commissioner Turkin	Public Works	Kevin Ramsey	Staff plans to add this topic on the agenda for the November 8, 2025 joint CRA/City workshop.	November 8, 2025
F.	Discussion on utility lift station upgrades and odor control.	Vice Mayor Hay	Utilities	Poonam Kalkat	No Staff action; pending discussion/ direction by the City Commission.	TBD
G.	Discussion in regards to an additional area that might be available as a future cemetery.	Vice Mayor Hay	Public Works	Kevin Ramsey	Staff is still in the process of locating potential properties for consideration.	TBD
H.	Discussion regarding combining City properties together to create senior affordable housing.	Vice Mayor Hay	Planning & Development	Amanda Radigan	No Staff action; pending discussion/ direction by the City Commission.	TBD
I.	Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.	Commissioner Cruz.	Building	John Kuntzman	We will be rescheduling a meeting with Staff, Commissioner Cruz, and stakeholders to discuss flooding/drainage concerns the stakeholders have. On 04/08/2025 staff followed up with Commissioner Cruz asking if she would like to still meet with stakeholders to discuss flooding/drainage concerns.	Pending follow-up meeting w/Commissioner Cruz and Stakeholders
J.	Discussion regarding the expansion of ShotSpotter south of Boynton Beach Boulevard.	Commissioner Turkin	Police Department	Joe DeGiulio	Funding was allocated in FY 25-26 budget, purchase order has been issued, and work should begin in the next 45-60 days.	TBD
K.	Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks	Commissioner Cruz.	Planning & Development	Amanda Radigan	No Staff action; pending discussion/ direction by the City Commission.	TBD
L.	Follow-up report on the State of Florida DOGE request.	Commissioner Turkin	Finance Department	Alan Lawson	Staff submitted all requested information to the state on July 16, 2025.	TBD
M.	Discussion regarding having a Legislative Action workshop by the Commission	Commissioner Turkin	City Manager	Candace Walls	Staff working with state and federal lobbyists to coordinate a meeting or schedule one on one meeting with each Commissioner.	TBD

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Discussion regarding parking Ordinance.

Requested Action: Proposed Ordinance No. 25-018- Second Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date. **This item was tabled at the September 2nd Commission Meeting.**

Explanation of Request: The City's current parking regulations under Section 14-5 have not been comprehensively updated since 2004. Staff has conducted a comparative analysis of Boynton Beach's parking standards against various municipalities located in Palm Beach County to identify potential improvements and modernization opportunities.

Proposed changes include:

- Removed language allowing vehicles to park within the public right-of-way.
- Added language prohibiting parking, stopping, standing, at any time within the right-of-way, public or private yards, swales, or easements adjacent to a paved or unpaved road or street.
- Added an exception allowing temporary parking in a yard for social or other events held at a residence, provided such parking shall not exceed eight (8) hours in a twenty-four (24) hour period.

How will this affect city programs or services? May need to outsource additional Code Enforcement Officer or Parking Enforcement Officers to consistently enforce.

Account Line Item and Description: N/A

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

Attachments:
Ordinance No. 25-018 Agenda_Item_3536-2025_Ordinance_to_Prohibit_stopping_standing_parking_in_specific_places.docx
business-impact-estimate-3536-2025.docx

ORDINANCE NO. 25-XXX

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CODE OF ORDINANCES CHAPTER 14, "MOTOR VEHICLES AND TRAFFIC," SECTION 14-5 "STOPPING, STANDING, PARKING, OR STORAGE PROHIBITED IN SPECIFIED PLACES," CLARIFYING PROHIBITIONS AND CREATING NEW SECTIONS THEREUNDER; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach, Florida's ("City") current parking regulations under Section 14-5 have not been comprehensively updated since 2004; and

WHEREAS, City staff has conducted a comparative analysis of the City's parking standards against various municipalities located in Palm Beach County to identify potential improvements and modernization opportunities; and

WHEREAS, staff has determined that the proposed change will clarify and uniformly regulate residents' ability to park or stop in certain city areas.

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 incorporated herein by this reference.

Section 2. Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places" is hereby amended to read as follows:

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Sec. 14-5. Stopping, standing, parking, or storage prohibited in specified places.

***

(1) Stopping, standing, parking, or storing a vehicle:

***

b. On a sidewalk~~.~~ or in any location where a vehicle obstructs, blocks, or impedes pedestrian traffic on any sidewalk, whether on public or private property.

***

(4) ~~No vehicle can be stored on the public right-of-way. A vehicle shall be considered stored, as opposed to parked, when the vehicle is not operated and moved, for a minimum of one-half (½) hour, at least once during a thirty-six (36) hour period.~~ No person shall at any time stop, stand, park, or allow to be parked a vehicle on public right-of-way, a public or private yard, swale, or easement adjacent to a paved or unpaved road or street. This provision shall not apply during an "open house" or other special or social event in areas where temporary parking is permitted by the host or neighbors and is parked in a manner that does not obstruct traffic flow.

a. Temporary parking of vehicles in a yard is permitted for social or other events held at a residence, provided such parking shall not exceed eight (8) hours in a twenty-four (24) hour period.

b. The foregoing exception does not apply to short-term rentals.

(5) No vehicle can be parked ~~or stored~~ on the public right-of-way for any period of time unless the front, rear, and side reflectors and the license plate are visible; and except where adequate provision for motor vehicles has been provided by marked spaces or where signs clearly indicating that vehicle parking is permitted have been posted at such locations.

(6) Stand or park a vehicle, whether occupied or not, in a designated parking space on or along any street, roadway, or right-of-way under the jurisdiction of the Florida Department of Transportation in contravention ~~to~~of the parking restrictions set forth in any general use permit issued to the City by the Florida Department of Transportation. A general use permit authorizes the City to restrict the hours of continuous parking along a designated street, roadway, or right-of-way, and to install and maintain signage specifying the continuous parking restriction, the hours ~~in~~during which the restriction is applicable, and the street, roadway, or right-of-way on which the restriction is applicable. Signage in accordance with

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this section and the general use permit shall be conspicuously posted identifying the restricted parking zone and the hours in which the restricted parking is applicable.

***

Section 3. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4. This Ordinance shall take effect immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

CODING: Words in ~~strike through~~ type are deletions from existing law;
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FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this ____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CODE OF ORDINANCES CHAPTER 14, "MOTOR VEHICLES AND TRAFFIC," SECTION 14-5 "STOPPING, STANDING, PARKING, OR STORAGE PROHIBITED IN SPECIFIED PLACES," AND CREATING NEW SECTIONS THEREUNDER, PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance change will provide clarity and consistency as to residents' ability to park or stop in certain areas located within the City

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

None.