TENTATIVE:
SUBJECT TO
REVISION

TOWN OF PALM BEACH

TOWN COUNCIL MEETING

TOWN HALL
COUNCIL CHAMBERS - SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

JUNE 14, 2022

9:30 AM

Welcome

For information regarding this agenda and the procedures for public participation at Town Council Meetings, please refer to the end of this agenda.

I. CALL TO ORDER AND ROLL CALL

Danielle H. Moore, Mayor
Margaret A. Zeidman, President
Bobbie Lindsay, President Pro Tem
Julie Araskog
Ted Cooney
Lew Crampton

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. MODIFICATIONS TO THE AGENDA

IV. APPROVAL OF AGENDA

V. COMMENTS OF MAYOR DANIELLE H. MOORE

VI. COMMENTS OF TOWN COUNCIL MEMBERS

VII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

VIII. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)

A. MINUTES

1. Town Council Meeting Minutes Page 7
   Pat Gayle-Gordon, Acting Town Clerk

   a. May 10, 2022 Town Council Meeting Minutes
   b. May 11, 2022 Town Council Development Review Meeting Minutes

2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of May 25, 2022. Page 60
   Wayne Bergman, Director of Planning, Zoning and Building

B. RESOLUTIONS

1. RESOLUTION NO. 069-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFP No. 2022-04, Historic Preservation Consulting Services to Murphy Stillings LLC in the Annual Amount of $100,000 and a Proposed Five-Year Budget of $500,000 Contingent Upon Satisfactory Performance and Budget Authorization. Page 98
   Dean Mealy, Procurement and Contract Manager

2. RESOLUTION NO. 070-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFQ No. 2022-16, Coastal Resiliency Consultant to Woods Hole Group for Initial Five-Year Award and Provide an Option for an Additional Five-Year Award Based on Satisfactory Performance to Provide Continuity of Efforts for the Program. Page 132
   Dean Mealy, Procurement and Contract Manager

3. RESOLUTION NO. 071-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of ITB No. 2022-12, North Ocean Seawall Repair and Painting to Lambert Brothers, Inc. in the Amount of $229,700 and Establishing a Project Budget of $264,155. Page 490
   Dean Mealy, Procurement and Contract Manager

4. RESOLUTION NO. 072-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Piggyback Contract Award of the Southeast Florida Governmental Purchasing Cooperative Group for Unleaded Gasoline and Diesel Fuel, RFP E-03-22 for a Five-Year Contract Award in the Annual Amount of $250,000 and a Proposed Five-Year Award of $1,250,000 Based on Satisfactory Performance and Page 495

Budget Authorization.
Dean Mealy, Procurement and Contract Manager

IX. BOARD/COMMISSION ANNUAL REPORT

A. Annual Report of the Retirement Board of Trustees Page 739
Ed Carter, Vice Chair

X. COMMITTEE REPORTS

A. Report of the Public Works Committee Meeting Held on May 24, 2022. Page 746
Bobbie Lindsay, Chair

XI. REGULAR AGENDA

A. Matters Pulled From Consent Agenda: If needed

B. Old Business

1. Town-wide Undergrounding Project: Page 761
H. Paul Brazil, P.E., Director of Public Works

a. Review of Project and Dashboard, Summary of Project Status

b. RESOLUTION NO. 073-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Guaranteed Maximum Price (GMP) to Burkhardt Construction Inc. for Phase 6 North in the Amount of $7,867,296 and Establishing a Project Budget of $8,117,296.
RESOLUTION NO. 074-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Guaranteed Maximum Price (GMP) to Burkhardt Construction Inc. for Phase 6 South in the Amount of $8,149,565 and Establishing a Project Budget of $8,400,000.

c. RESOLUTION NO. 075-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Project, Phase 6 North Construction Phase Services in the Amount of $344,177 and Establishing a Project Budget of $395,800.
RESOLUTION NO. 076-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for the Townwide Undergrounding of Utilities Project, Phase 6 South Construction Phase Services in the Amount of $344,007 and Establishing a Project Budget of $395,600.

d. Utility Construction Services Work Hours

e . Approve Request by Florida Power & Light (FPL) for Road Closure of Seaview Avenue

f. Approve Request by Florida Power & Light (FPL) for Road Closure of Mediterranean Road

2. Phipps Ocean Park Master Plan Update Page 841
TIME CERTAIN: 11:30 AM
Carolyn Stone, Assistant Town Manager

C. New Business

1. Consideration of Scheduling a Closed-door attorney client session pursuant to Section 286.011(8) to discuss the following matter: In Re South Atlantic Regional Center, LLC – Case Number 19-257-BKC-EPK Chapter 7 (Converted), pursuant to the request for advice by the Town Attorney. The session shall commence immediately following this Council meeting in the conference room behind Town Council Chambers, second floor, 360 South County Road with the following persons in attendance; Danielle H. Moore, Mayor, Council Members: Margaret A. Zeidman, President; Bobbie Lindsay, President Pro Tem; Julie Araskog, Ted Cooney, Lew Crampton; Kirk Blouin, Town Manager, Town Attorneys John C. Randolph and Robert W. Wilkins; and Court Reporter From Pleasanton & Marsaa Court Reporting. Page 900
John C. Randolph, Town Attorney
2. Consideration of Foreclosure of Code Enforcement Board liens on 226 and 287 Pendleton Avenue. Page 901
John C. Randolph, Town Attorney
3. Essential Town Services Work Hours Page 912
H. Paul Brazil, P.E., Director of Public Works
4. Consider Shore Protection Board Recommendation To Create Videos For Public Communication Page 915
H. Paul Brazil, P.E., Director of Public Works
5. Review of Sea Turtle Nesting Page 917
H. Paul Brazil, P.E., Director of Public Works
6. Discussion Regarding Possible Bradley Park and Lake Trail Closure Hours Page 920
Nicholas Caristo, Chief of Police
7. Review of a Stop Work Order Due to the Three Strike Rule at 315 Cocoanut Row Page 922
Wayne Bergman, Director of Planning, Zoning and Building
8. Review of a Stop Work Order Due to the Three Strike Rule at 171 Via Bellaria Page 932
Wayne Bergman, Director of Planning, Zoning and Building
9. Protection of Construction Sites During Storm Events Page 933
Julie Araskog, Town Council Member

XII. ORDINANCES

A. Second Reading

1. Proposed Ordinance to Amend Chapter 42 Article V, Section 42-228 to Modify the Decibel level in Area 4 of the Town Page 936

   ORDINANCE NO. 008-2022 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 42, Environmental at Article V, Noise at Section 42-228, Nonvehicular Noise Amending the Maximum Level, dba Measurement In Geographic Area 4 to be Consistent with the Measurements in Geographic Areas 1 and 3, I.E., 61 Decibels During the Day and 55 Decibels at Night; Providing for Repeal of Ordinances or Parts of Ordinances in Conflict Herewith, Providing for Severability; Providing for Codification; Providing an Effective Date.

   Nicholas Caristo, Chief of Police

B. First Reading

1. Proposed Ordinance to Amend Chapter 46 Article III, Sections 46-67 and 46-68 to Modify the Fire Prevention Permit and Fire Prevention Fees Page 939

   ORDINANCE NO. 011-2022 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 46, Fire Prevention and Protection, at Article III, Fire Prevention Code, Sections 46-67, Permits, and 46-68, Annual Fire and Life Safety Inspections; Providing for Severability; Providing for the Repeal of Ordinances in Conflict; Providing for Codification; and Providing an Effective Date.

   Darrel Donatto, Fire Rescue Chief

XIII. ANY OTHER MATTERS

XIV. ADJOURNMENT

PLEASE TAKE NOTE:

Note 1: Please submit written comments/materials to council@townofpalmbeach.com or in person to the Town Clerk's Office, located at Town Hall, 360 South County Road. No written materials received after 3:30 p.m. on the Wednesday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council in preparation for that meeting. Written materials received after 3:30 p.m. on Wednesday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.

Note 2: The progress of this meeting may be monitored by visiting the Town's website (townofpalmbeach.com) and clicking on "Meeting Audio" in the left column. If you have questions regarding that feature, please contact the Office of Information Technology (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting.

Note 3: If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings. 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.

Note 4: Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.

Note 5: Items listed on the Consent Agenda will be approved by one motion of the Town Council, unless the Mayor or an individual Council Member requests that any item(s) be moved to the Regular Agenda and individually considered.

Note 6: All back-up material for the items listed on the agenda are posted to the Town's website and emailed to all Stay Informed subscribers on the Friday before the Town Council meeting. To access the back-up materials and/or subscribe to the Stay Informed list, please visit the Town's website (townofpalmbeach.com).

PROCEDURES FOR PUBLIC PARTICIPATION

Citizens desiring to address the Town Council should proceed toward the public microphones when the applicable agenda item is being considered to enable the Town Council President to acknowledge you.

PUBLIC HEARINGS: Any citizen is entitled to be heard on an official agenda item under the section entitled "Public Hearings," subject to the three minute limitation.

COMMUNICATIONS FROM CITIZENS: Any citizen is entitled to be heard concerning any matter under the section entitled "Communications from Citizens," subject to the three minute limitation. The public also has the opportunity to speak to any item listed on the agenda, including the consent agenda, at the time the agenda item comes up for discussion.

OTHER AGENDA ITEMS: Any citizen is entitled to be heard on any official agenda item when the Town Council calls for public comments, subject to the three minute limitation.

Town Council Meetings are public business meetings and, as such, the Town Council retains the right to limit discussion on any issue.

TOWN OF PALM BEACH
Town Council Meeting on: June 14, 2022

Section of Agenda
Minutes

Agenda Title
Town Council Meeting Minutes
Pat Gayle-Gordon, Acting Town Clerk

a. May 10, 2022 Town Council Meeting Minutes
b. May 11, 2022 Town Council Development Review Meeting Minutes

Presenter

ATTACHMENTS:

- **May 10, 2022, Town Council Meeting Minutes**
- **May 11, 2022 Town Council Development Review Meeting Minutes**

Please be advised that in keeping with a recent directive from the Town Council, meeting minutes will be in "summary" style. The meeting audio is available via the Town's website at www.townofpalmbeach.com

MINUTES OF THE TOWN COUNCIL MEETING HELD ON MAY 10, 2022

I. CALL TO ORDER AND ROLL CALL

The Town Council Meeting of Tuesday, May 10, 2022, was called to order at 9:33 a.m. in the Town Council Chambers. On roll call, all council members were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Acting Town Clerk Gayle-Gordon gave the Invocation and President Zeidman led the Pledge of Allegiance.

III. MODIFICATIONS TO THE AGENDA

The following modifications were made to the Agenda:

1) Addition of Item No. XII.C.4
Consideration of scheduling an Attorney/Client Session immediately following the Town Council meeting on May 10, 2022, in the Town Council Chambers, 360 South County Road, Palm Beach, Florida, to discuss the following matter: Palm Beach Hotel Condominium Association, Inc. v. Town of Palm Beach- Case Number 50-2020-CA-002757-XXXX-MB (AG). Attorney/Client Session Attendees: Mayor Danielle H. Moore; Town Council President Margaret A. Zeidman; Town Council President Pro Tem Bobbie Lindsay; Town Council Members Julie Araskog, Edward A. Cooney, Lewis S. W. Crampton; Town Manager Kirk Blouin; Town Attorneys John C. Randolph and Joanne M. O'Connor, and Pleasanton, Greenhill, Meek & Marsaa Court Reporters.
John C. Randolph, Town Attorney

2) Original item no. XII.C.4 is now item no. XII.C.5.

3) Item No. XII.B.3. should be retitled: Discussion Regarding Temporary COVID Seating Extension and Café Permits

IV. APPROVAL OF AGENDA

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve the Agenda, as amended. On roll call, the Motion passed unanimously.

Consideration of Scheduling an Attorney/Client session regarding Palm Beach Hotel Condominium Association, Inc. v. Town of Palm Beach- Case Number 50-2020-CA-002757-XXXX-MB (AG). Attorney/Client Session Attendees: Mayor Danielle H. Moore; Town Council President Margaret A. Zeidman; Town Council President Pro Tem Bobbie Lindsay; Town Council Members Julie Araskog, Edward A. Cooney, Lewis S. W. Crampton; Town Manager Kirk Blouin; Town Attorneys John C. Randolph and Joanne M. O'Connor, and Pleasanton, Greenhill, Meek & Marsaa Court Reporters.

Motion was made by Council Member Crampton and seconded by Council Member Araskog to approve the scheduling of the closed door session immediately following the regular town council meeting. On roll call, the Motion passed unanimously.

V. BOARD AND COMMISSIONS PRESENTATIONS AND APPOINTMENTS

A. Presentations by the Applicants and Appointments to the Code Enforcement Board [Pat Gayle-Gordon, Acting Town Clerk]

The following applicants made presentations to the Town Council:

Gary Feldman
Victoria Piroso

Motion was made by Council Member Crampton and seconded by Council Member Lindsay to appoint Victoria Piroso as an alternate member of the Code Enforcement Board. On roll call the Motion passed unanimously

B. Presentations by the Applicants and Appointments to the Investment Advisory Committee [Pat Gayle-Gordon, Acting Town Clerk]

The applicants for the Investment Advisory Committee did not attend the Town Council meeting.

Motion was made by Council Member Crmpton and seconded by Council Member Araskog to reappoint Kathleen Anderson and Michael Greenwald as members of the Investment Advisory Committee. On roll call the Motion passed unanimously.

VI. COMMENTS OF MAYOR DANIELLE H. MOORE

Mayor Moore read a proclamation in recognition of Municipal Clerk's Week and thanked the Town Clerk's Office for the vital services they perform and for their dedication to the community.

Mayor Moore stated that the Preservation Foundation has requested a letter of support in order for them to apply for a grant for proposed resiliency improvements at the Little Red School House. The Town Council provided consensus to send the letter.

Mayor Moore recognized the following employee milestones: Valerie Tonge, Parking Enforcement, 25 years of service; Felicia Coleman, Telecommunicator, 20 years of service; Eric Brown, Assistant Public Works Director, 20 years of service; Willie Bonfante, Lt. Paramedic, 20 years of service; Henry Freeman, Equipment Operator, 10 years of service. She read through recent Police Department promotions.

She stated that she has been selected to serve on the Executive Committee of the Palm Beach County League of Cities.

VII. COMMENTS OF TOWN COUNCIL MEMBERS

President Pro Tem Lindsay spoke regarding the Police Department promotions and monthly awards for valor and spoke regarding the ceremony. She expressed appreciation to the Police Department for keeping the Town one of the safest in the country. She spoke regarding the winner of the Preservation Foundation's Lesly Smith Award for best landscape. She expressed appreciation to the natural landscape of the award recipient.

Council Member Araskog expressed appreciation for the Police Department and spoke regarding a recent drowning incident due to riptides and the bravery of the officers and Fire Department personnel who attempted to save the person. She thanked the Town employees for their service. She expressed appreciation to the Preservation Foundation for the work being done at Phipps Park. She brought up an issue with valets blocking Worth Avenue during lunch time. She also brought up an issue with seating at night and there being a potential fire hazard with having too many tables or too large tables at restaurants. She also spoke regarding the new brochures that Planning, Zoning and Building have distributed and requested to add it for discussion at the Development Review meeting agenda. She spoke regarding the Police Department promotion ceremonies being recorded and discussion ensued regarding having these ceremonies being open to the public.

Council President Zeidman expressed appreciation to Antonette Fabrizi for her work on keeping the Mayor and Town Council informed on all community events. She spoke regarding June 1 being the start of Hurricane Season and spoke regarding educational events that will be available to Town residents. She thanked Chief Caristo for making arrangements for herself and Council Member Cooney to be on a ride-along with the Police Department, and she thanked Capt. Wally for the ride-along. She also spoke regarding using the virtual training machine, and she expressed appreciation for the Town's public safety departments.

VIII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

Hunter Hanson, 354 Chilean Avenue, requested that the Town Council look at the ordinance that allows shop owners on Worth Avenue to stand out and present goods in front of their shops and expressed concern over some of them being aggressive.

Town Manager Blouin addressed the concerns of Mr. Hanson and spoke regarding the Police Department being aware of the issue and the issue of infringing on constitutional rights. He stated that staff will continue to look into what the Town can do to address these concerns.

Celia Terenzio, on behalf of Mr. Hager at 231 Park Avenue, expressed concern over the settlement agreement in the case of Palm Beach Condominium Association vs. Town of Palm Beach, specifically regarding paragraph 6 pertaining to the easement. She expressed concern that the crews from the Palm Beach Hotel are consistently not complying with the easement. She spoke in support of the Town prohibiting trucks over 30 feet from using certain streets as recommended by the truck study conducted by Kimley Horn.

Dr. Rhonda Nasser, 242 Park Avenue, expressed concern over oversized trucks driving on the 10-foot easement and provided examples of issues that she has experienced with these large trucks.

Larry Goldberg, 3360 S. Ocean Blvd. (via Zoom) spoke regarding a letter he sent to the Town Manager regarding the dune project at Reach 8.

IX. APPROVAL OF CONSENT AGENDA

The following changes were made to the Consent Agenda:

1) IX.B.1. RESOLUTION NO. 054-2022 PULLED AND HEARD AS XII.A.1.
2) IX.B.9. RESOLUTION NO. 062-2022 PULLED AND HEARD AS XII.A.2.
3) IX.C.2. 340 Royal Poinciana Way PULLED AND HEARD AS XII.A.3.

President Zeidman spoke regarding the preparation of the Minutes and stated that they are a summary of the meeting and reviewed by her. She stated that if Council Members would like a discussion regarding the Minutes, it can be placed on the agenda for a future meeting. Town Manager Blouin stated that the Minutes are not verbatim.

Motion was made by Council Member Cooney and seconded by Council President Pro Tem Lindsay to approve the Consent Agenda, as amended. On roll call, the Motion passed unanimously.

A. MINUTES

1. Town Council Meeting Minutes [Pat Gayle-Gordon, Acting Town Clerk]

April 12, 2022, Town Council Meeting Minutes
April 13, 2022, Town Council Development Review Meeting Minutes

2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of April 27, 2022. [Wayne Bergman, Director of Planning, Zoning and Building]

B. RESOLUTIONS

1. RESOLUTION NO. 054-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting Revised Fees Related to the Planning, Zoning & Building Department. [Wayne Bergman, Director of Planning, Zoning and Building] – ***Pulled and Heard as Item No. XII.A.1.***

2. RESOLUTION NO. 055-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Second Amendment to the Existing Interlocal Agreement Governing the Protocol by Which the Town of Palm Beach Transports and Refers Homeless Individuals for Acceptance into the Homeless Resource Center and Authorizing the Town Manager and Staff to Execute all Documents Necessary on Behalf of the Town of Palm Beach. [Nicholas Caristo, Chief of Police]

3. RESOLUTION NO. 056-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town of Palm Beach, Ex Post Facto, to Submit an Application for the FY2021 Presidential Residence Protection Assistance (PRPA) Grant for Reimbursement of Applicable Law Enforcement Personnel Overtime Expenses Incurred During the Grant Period; and Authorizing the Town Manager and Staff to Execute All Documents Necessary on Behalf of the Town of Palm Beach. [Nicholas Caristo, Chief of Police]

4. RESOLUTION NO. 057-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFP No. 2022-08, Disaster Debris Monitoring to Rostan Solutions, LLC and DebrisTech, LLC. [Dean Mealy, Purchasing Manager]

5. RESOLUTION NO. 058-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFP No. 2022-09, Disaster Debris Removal to a Pool of Pre-Qualified Firms, Ceres Environmental Services, Inc., DRC Emergency Services, LLC and Phillips and Jordan, LLC. [Dean Mealy, Purchasing Manager]

6. RESOLUTION NO. 059-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Chen Moore and Associates for Professional Assistance with the Phipps Park Lifeguard Building Renovation in the Amount of $69,858 and

Establishing a Project Budget of $77,000. [Dean Mealy, Purchasing Manager]

7. RESOLUTION NO. 060-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Change Order to Zimmerman Tree Services in the Amount of $88,700 for Trimming of Royal Palms, Hardwoods and Australian Pines. [Dean Mealy, Purchasing Manager]

8. RESOLUTION NO. 061-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Insight Public Sector in the Amount of $80,052 for Twenty-eight (28) Cradlepoint Wireless Router Devices for Public Safety. [Dean Mealy, Purchasing Manager]

9. RESOLUTION NO. 062-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Change Order to Kimley-Horn and Associates, Inc. in the Amount of $100,000 for the Water Feasibility Study. [Dean Mealy, Purchasing Manager] -***Pulled and Heard as Item No. XII.A.2.***

10. RESOLUTION NO. 067-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Chen Moore and Associates for Engineering Services for CIPP Lining - Basins A05, A06 and A43 in the Amount of $175,240 and Establishing a Project Budget of $200,000. [Dean Mealy, Purchasing Manager]

11. RESOLUTION NO. 068-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Extension of the Solid Waste and Recycling Inter-local Agreement with Palm Beach County Solid Waste Authority. [Dean Mealy, Purchasing Manager]

C. OTHER

1. Status Report on Previously Approved Expansion of Placard Parking Program. [Jane Le Clainche, Director of Finance]

2. 340 Royal Poinciana Way - Review and Approval of The Declaration of Use Agreement and the Amended and Restated 1979 Agreement. [Wayne Bergman, Director of Planning, Zoning and Building] -***Pulled and Heard as Item No. XII.A.3.***

3. Approve Request by Florida Power & Light (FPL) for Night Work at 155 North County Road [H. Paul Brazil, P.E., Director of Public Works]

X. BOARD/COMMISSION ANNUAL REPORT

A. Annual Report of the Code Enforcement Board [Bram Majtlis, Chair]

Chair Bram Majtlis provided the Annual Report of the Code Enforcement Board.

Council Member Crampton spoke regarding the increased focus and resources for code enforcement over the past year and commended the Code Enforcement Board on their work in light of this increased workload.

Council President Pro Tem Lindsay spoke regarding the fines on seven properties and there was clarification that most of the fines are on two of the properties. In response to a question by Ms. Lindsay, Mr. Blouin explained potential recourse that staff can enlist to address these properties, specifically placing liens on the property.

Council Member Cooney expressed appreciation to Town staff and the Board on their professionalism during the meeting. He encouraged continued cooperation between Code Enforcement and the Planning Zoning and Building Department.

Council Member Araskog expressed appreciation to staff and the Board and spoke regarding construction site monitors and increased code enforcement presence working to address past issues. She spoke in support of the focus being on compliance and not being punitive.

Mayor Moore expressed appreciation to the members for their work on a difficult board.

Town Manager Blouin spoke regarding the Code Enforcement complaint process and addressed concerns over timeliness of response. He spoke regarding the process and role of the Code Enforcement Board. In response to a question by Council President Zeidman, Mr. Blouin spoke regarding communication to complainants. Carla Marcote, Code Enforcement Specialist, stated that staff does keep in contact with complainants who provide their contact information.

Motion was made by Council Member Crampton and seconded by Council Member Cooney to accept the Annual Report of the Code Enforcement Board. On roll call the Motion passed unanimously.

B. Annual Report of the Planning and Zoning Commission [Gail Coniglio, Chair]

Chair Gail Coniglio provided highlights of the Planning and Zoning Commission over the past year and spoke regarding potential zoning code changes that have been discussed. She brought forward action items, for which she is requesting Council direction. She spoke regarding the recommendation to pursue using FAR calculations instead of CCR calculations. She addressed the new FEMA requirements in regards to mechanical equipment. She spoke regarding the

importance of visuals to use for outreach and education to the public. She requested the Town Council's direction to the P&Z Commission regarding whether or not to proceed with tighter code requirements and presented photos as examples of issues that need to be addressed in the Code. She also requested direction to bring forward updates to the Town Council on a more regular basis during the process.

Council President Zeidman commended Chair Coniglio on bringing forward these issues and commended her on her work on the Commission. She spoke regarding the importance of the Planning and Zoning Commission, Council and consultants working together on the Zoning Code review process.

Council Member Araskog spoke in support of changing from CCR to FAR calculations as soon as possible and expressed support for the Planning and Zoning Commission reviewing it immediately.

Council Member Crampton commended Chair Coniglio on her leadership with bringing forward these issues. He spoke regarding taking action quickly to make the changes and spoke in support of increased coordination with the Commission. He spoke in support of her reporting to Council more often and recommended her working with staff to determine the frequency of reports before Council and to integrate with the strategic planning process and other endeavors that are occurring in the Town.

Chair Coniglio spoke regarding the Council's direction to make the CCR to FAR calculations the top priority. She expressed concern over potential issues with individuals who bought property in Town with the understanding that they can build a certain size house and then changing the requirement. She cautioned that this process will most likely not be as quick as is desired by some. She spoke regarding the importance of also addressing issues with commercial development and the long-term impacts of the Town, especially in regards to traffic.

Council President Zeidman commended the Planning and Zoning Commission's desire to move ahead with FAR, but expressed concern that using that one variable without taking into account other aspects such as green space, front, side and rear yard setbacks would not achieve the desired outcome. She spoke in support of the Commission viewing the issue in its entirety. She suggested that the Commission and Council will need to meet together more often during the consultant's review. She spoke in support of the Town Council holding meetings with the Commission to discuss these items.

Council Member Cooney spoke in support of the proposed items for action that have been requested by Chair Coniglio. He stated that he feels the most important request that has been made is the visuals and educational component, in combination with a cooperative relationship between the Town Council and the P&Z Commission.

Council President Pro Tem Lindsay spoke regarding the importance of changing the multiplier of FAR. She spoke regarding the complicated issues and spoke regarding the process taking longer due to various reasons. She expressed support for making the FAR and CCR change the priority, along with the visuals, and spoke in support of moving forward with these items with the consultants.

Director of Planning, Zoning and Building, Wayne Bergman, stated that staff will need to work with consultant on a schedule and they understand the priorities and will work with the consultant to address them.

Mayor Moore spoke in support of including the commercial areas in the review and ensuring that the process includes the commercial zoning. She expressed concern over moving too slowly and deliberately on this process.

Chair Coniglio requested clarification on the Council's direction to also review commercial zoning.

Council President Zeidman provided a summary on the items for direction. She spoke regarding the Commission being the group to review and put together a plan on the FAR issue, to include the visuals. She spoke in support of working with the consultants and staff to review that issue first. She spoke in support of Chair Coniglio calling joint meetings between the Council and Commission when she sees fit.

Chair Coniglio requested permission to do outreach to community groups during the process. She spoke in support of working with consultants and staff to address the commercial zoning.

Council Member Araskog spoke regarding Director Bergman previously speaking about doing a direct CCR to FAR conversion that they have determined and spoke in support of moving forward with this conversion at next month's meeting.

Council President Pro Tem spoke in support of waiting until the consultant's presentation prior to providing direction.

Council President Zeidman spoke in support of waiting until the consultant is on board prior to proceeding with providing direction to the Planning & Zoning Commission.

Council Member Crampton spoke in support of increased coordination between the Council and the Commission and spoke regarding the importance of looking at the Planning & Zoning Commission's role in the overall process.

Mayor Moore spoke in support of waiting until the consultant's presentation and expressed concern that there has not been input yet from the professional community and spoke regarding addressing projects that are already in the queue.

Council President Zeidman stated that the Town Council is on the same page as Chair Coniglio and spoke regarding the need to schedule a workshop in the future to discuss these items.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to accept the Annual Report of the Planning and Zoning Commission. On roll call the Motion passed unanimously.

The Town Council recessed at 11:39 a.m. and reconvened at 11:52 a.m.

XI. COMMITTEE REPORTS

A. Report of the Ordinances, Rules and Standards Committee Meeting Held on April 14, 2022 [Julie Araskog, Chair]

Chair Araskog presented the report of the April 14, 2022, meeting. She spoke regarding an issue with noise at the Four Seasons and provided information on the discussion the committee had addressing noise, including a recommendation to treat the area below Sloan's Curve the same as other residential areas in Town. Discussion ensued regarding being able to use a C scale to measure noise levels, which measures the impact of bass.

Council President Pro Tem Lindsay brought up public feedback from the Garden Club and in the media from landscape professionals regarding the native landscape requirements. She requested that this item be placed under any other matters at the Development Review meeting for discussion.

Motion was made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to accept the Report of the Ordinances, Rules and Standards Committee Meeting held on April 14, 2022. On roll call the Motion passed unanimously.

B. Report of the Business and Administrative Committee Meeting Held on April 18, 2022. [Lew Crampton, Chair]

Chair Crampton presented the report of the April 18, 2022, BAC meeting. He outlined the parking proposals that were discussed.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to accept the Report of the Business and Administrative Committee Meeting held on April 18, 2022. On roll call the Motion passed unanimously.

1. Recommended Parking Regulation Changes on the 200 Block of South County Road. [Nicholas Caristo, Chief of Police]

Chair Crampton introduced Lt. Paul Alber, who provided background information on the issues on the proposed changes.

Council Member Araskog provided recommendations on the timing of the proposed spaces and expressed concern over increasing the amount of ParkMobile parking spaces.

Council President Pro Tem Lindsay provided additional information on what the Committee had discussed pertaining to these changes. Discussion ensued regarding the proposed changes to timing of parking spaces in that area.

Council Member Cooney expressed concern over the proposed changes to the business parking places due to the fact that this district is interrelated with the next block to the north and there needs to be further consideration of the bigger picture.

Carrie Bradburn, Capehart Photography, 234 S. County Road, spoke in support of keeping the parking on the 200 block of South County Road as it is currently.

Lisa Erdman, businessowner, 230 S. County Road, stated that her business was not surveyed regarding these parking changes and expressed concern over the proposed changes to the parking on the 200 block of South County Road.

Caroline Koons Forrest, MHK Architecture and Planning, 211 Seaview Avenue, expressed concern over the proposed paid parking on the 200 block of South County Road.

Council Member Crampton stated that he is supportive of the "yellow" spaces in front of the businesses status quo, but stated that he would support changing the "purple" spaces in front of the bank.

Council President Pro Tem Lindsay spoke in support of hearing more from the business owners regarding the number of spots they need for their customers. She spoke regarding the parking needs for beachgoers. She addressed the concern over some of the businesses not being surveyed.

Ms. Forrest spoke regarding the use of the parking spaces by beachgoers. She spoke regarding confusion with some of the curbs painted red that had previously been marked for valet and most individuals do not park in those spots.

Town Manager Blouin addressed some of the concerns that had been raised. He spoke in opposition to making policy in response to individual complaints rather making policy that is what is good for the community.

Council President Zeidman spoke regarding the parking issue never having been solved over the years and spoke regarding the Committee attempting to solve this problem. She commended the Committee members on their work.

Council President Pro Tem Lindsay spoke regarding the unintended "costs" of free parking and spoke regarding the move towards paid parking throughout the Town. She stated the only way there can be turnover is to install paid parking.

Ms. Erdman spoke in support of keeping the parking status quo.

Council Member Araskog spoke in support of sending the item back to the Committee for further study and discussion.

Council Member Crampton spoke in support of bringing it back to the Committee for discussion and stated that he feels that any beach parking should be paid. He spoke in support of getting additional data and input from the waterfront businesses.

Council President Zeidman spoke regarding moving further north to include that business district, as well.

There was no action taken. The item was remanded back to the Committee for further exploration and study.

Council Member Araskog requested that Antonette send out a reminder to the Council Members to respond to her with their recommendations on the listed items in the backup.

XII. REGULAR AGENDA

A. Matters Pulled From Consent Agenda: If needed

1. RESOLUTION NO. 054-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting Revised Fees Related to the Planning, Zoning & Building Department. [Wayne Bergman, Director of Planning, Zoning and Building]

Council Member Cooney spoke regarding this being the second time that the fee schedule has been changed since he's been on Town Council and spoke regarding ensuring that the fees remain reasonable. He spoke regarding a presentation made by Assistant Director James Murphy on efforts to organize the submittal process for projects going to the Commissions. He spoke regarding his request to staff to shorten the timeframes for minor projects and he stated that he feels that the fees may be too expensive for minor projects.

Director Bergman addressed the concerns raised by Council Member Cooney and stated that staff will be coming before Town Council in the next few months for a proposal for shortened timelines. He addressed the changes being made to the fee schedule and spoke regarding the fees being in line with other similar municipalities. He spoke regarding other

municipalities using an escrow account to cover expenses during the process.

Council Member Crampton spoke regarding the new processes that are being developed in PZB and he spoke regarding the importance of determining the criteria for the certificate of completeness and the ARCOM designation manual. He spoke in support of looking at what other municipalities charge for similar services.

Council President Pro Tem Lindsay spoke in support of PZB moving towards more administrative approvals, specifically in regards to applications for rear-yard easements after the undergrounding project. She spoke regarding Public Works working on streamlining that process.

Council Member Araskog spoke in support of showing the fee schedules of other communities in the backup. She spoke in support of the work of ARCOM and spoke in support of shortening the timeframe for applicants.

Mayor Moore expressed concern over the length of the process, especially during the summer months. She commended Director Bergman and his staff on their work with developing this process.

Council Member Cooney stated that the Town can strive towards efficiency while maintaining the Town's standards.

Town Manager Blouin spoke regarding his knowledge of these issues and stated there is a consultant who assists the Town staff with developing the fees to ensure that they're in line with what State statute allows.

Motion was made by Council Member Cooney and seconded by Council Member Araskog to approve Resolution No. 054-2022. On roll call, the Motion passed unanimously.

2. RESOLUTION NO. 062-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Change Order to Kimley-Horn and Associates, Inc. in the Amount of $100,000 for the Water Feasibility Study. [Dean Mealy, Purchasing Manager]

Council President Zeidman stated that this item is an opportunity to discuss the structure and process going forward.

Paul Brazil, Director of Public Works, provided background information on the item.

Motion was made by Council Member Cooney and seconded by Council Member Araskog to approve Resolution No. 054-2022. On roll call, the Motion passed unanimously.

Council President Zeidman provided background on what has been done at this point on the water issue and outlined the meetings and the involvement of the Civic Association Water Committee. She outlined the options that are possible for obtaining water. She spoke regarding the Town's team of staff and consultants. She spoke regarding the importance of preparing a structure of how the Town moves forward. She stated that Director Brazil will be keeping a running list of questions. She stated that she feels that there needs to be scheduled updates to Mayor and Council; a workshop or think tank to be dedicated to water feasibility; a timeline that looks at education, decision-making and costs. She recommended that Council President Pro Tem Lindsay, as the Chair of the Public Works Committee, be the point person to be looking at the deep dive and that recommendations should come through that committee; and any financial items should come through the Finance and Taxation Committee. She stated that Paul Brazil should be the one to head up this team.

In response to a question from Council Member Crampton, Director Brazil stated that the alternatives are the same as they had been, except for a public-private partnership. He outlined what needs to occur with the project plan and stated that they will return to Council next month to review and approve the structure. He spoke regarding items that will be discussed at the next Public Works Committee meeting.

Council Member Araskog expressed support for the Public Works Committee reviewing the options in depth prior to Council's consideration.

Council President Pro Tem Lindsay spoke in support of the Public Works Committee reviewing the options. She expressed appreciation to Council President Zeidman for getting the Town Council Members invited to various civic and community groups that have had meetings on this issue. She stated that the option of continuing an agreement with the City of West Palm Beach should be as a partner and not as a customer. She spoke regarding the use of technology to remove toxins and spoke regarding being able to look at other sources of water that may be more sustainable. She spoke regarding the state-of-the-art Jupiter R-O Plant. She also spoke regarding the possibility of a desalinization plant.

Mayor Moore spoke regarding the water line construction on Australian Avenue.

The Town Council recessed at 1:30 p.m. and reconvened at 2:00 p.m.

The following item was heard out of order of the agenda:

C. New Business

1. Evaluation of Impacts to Right-of-Way Due to "Palm Beach Transportation Planning Agency Recommended Improvements for South Ocean Boulevard (A1A) Between Lake Avenue to Ibis Way to the Florida Department of Transportation".
TIME CERTAIN: 2:00 PM [H. Paul Brazil, P.E., Director of Public Works]

Director Brazil provided background information on the item and introduced Brent Whitfield, Chen Moore and Associates, who presented additional information on the proposed project and potential impacts. Mr. Brazil and Mr. Whitfield answered questions by Mayor Moore and Council Members. Discussion ensued regarding the issue of a bike path that ends at Sloan's Curve.

Council Member Cooney expressed concern over the proposed plan and asked if there could be a discussion with TPA on improving the path that is currently on A1A in that area.

Council Member Araskog expressed concern over the proposed plan and spoke in support of cleaning up the path down in that area. She expressed concern that there will be a significant construction project for an insignificant final project.

Council President Pro Tem Lindsay spoke in support repaving and upgrading the roadway and trail in that area.

Council President Zeidman requested clarification from Mr. Brazil on his recommendations, which is to mill and resurface the roadway and the path. She asked about consideration for the expansion of the path that was mentioned by Council Member Cooney, to which Mr. Brazil responded.

Ronald Matzner, representing the Citizens Association, read a letter from the Board of Directors, which spoke in support of Town staff's recommendations, with the addition of widening the pathway by two feet and extend it to the 2000 building and installing signage to enforce single file bicycles.

Motion was made by Council Member Crampton and seconded by Council Member Cooney to reject the TPA improvements and support staff recommendation to re-mill the road and upgrade the pathway. On roll call, the Motion passed unanimously.

The following item was heard out of order of the agenda:

B. Old Business

1. Town-wide Undergrounding Project
[H. Paul Brazil, P.E., Director of Public Works]

a. Review of Project and Dashboard, Summary of Project Status

Town Engineer, Patricia Strayer, presented the project status for each phase. She requested direction from Town Council on transformer location near the North Fire Station and presented options for locations. Discussion ensued regarding the options for the location of the transformer.

Ms. Strayer spoke regarding the possibility of locating four transformers in two small Town parks on Park Avenue.

Council Member Araskog spoke in opposition to placing transformers in a park but stated that if it's the best choice, to ensure that there is nice landscaping around the transformers to hide them.

Mayor Moore requested that the transformers be placed as far away from the road as possible.

Council Member Cooney spoke in opposition to placing transformers in Town parks, but reluctantly agreed with the placement due to the constraints of that area.

Council President Zeidman stated that the Town Council has had a policy against placing transformers in parks, but stated that it makes sense in this situation.

Council President Pro Tem Lindsay requested that the boxes not be placed in the front of the park.

e. Approve Request for Saturday Work to Mill and Resurface Parking Lot at 205 Royal Palm Way

Town Engineer, Patricia Strayer, presented background on the request.

Motion was made by Council Member Cooney and seconded by Council Member Crampton to approve the Saturday work to mill and resurface the parking lot at 205 Royal Palm Way. On roll call, the Motion passed unanimously.

The following item was heard out of order of the agenda:

C. New Business

3. Garbage Collection at Town Marina
TIME CERTAIN: 3:00 PM [Bobbie Lindsay, Council President Pro Tem]

Frank Slattery, 369 South Lake Drive, President of the Co-op, made the presentation on the issues of the garbage collection site at the new Town Marina. He provided background information on the issue and presented the recommendation to relocate the garbage collection site to the Public Works parking lot on the North end of Lake Park.

Director of Public Works, Paul Brazil, spoke regarding the presentation and explained that the garbage collection process is completed at that location as in other places in Town. He stated that this has been addressed previously, and he stated that there are conflicts and safety issues that need to be addressed. He stated that he would look into if it can be moved to the Public Works site. He spoke regarding the various safety issues with moving it to that site and stated that he would bring it back to Council.

Council Member Araskog spoke regarding her visit to the property adjacent to this site and stated that the dumpsters are right outside of the residents' windows and the site is unsightly and has a very bad odor. She questioned why the dumpsters don't have lids, to which Assistant Town Manager, Carolyn Stone, responded.

Hunter Hansen, President of Island View House Condominium, 354 Chilean Avenue, spoke in support of Mr. Slattery's presentation and alternative. He encouraged the Town Council to visit the Co-op to see what the residents have to deal with.

Peter Geisler, 315 South Lake Drive, spoke in support of Mr. Slattery's presentation and alternative. He recommended that, if the garbage collection site is relocated, that it be placed close to the building that's on that property.

Molly Slattery, 369 South Lake Drive, commended Assistant Town Manager Stone for the operation of the Marina and spoke regarding her responsiveness during the construction phase. She stated that they were told during pre-construction phase that the residents would not be able to see the garbage dumpsters, but they can see it.

Susie Hansen, 354 Chilean Avenue, expressed appreciation for the new Town Marina. She spoke in support of moving the site to the Public Works lot, especially in order to get the garbage trucks off the street.

Council Member Crampton expressed appreciation for the Town Marina and commended the Mr. Slattery on his presentation. He stated that he would like to see Director Brazil's presentation on relocating the dumpsters to the proposed site.

Council Member Cooney spoke in support of seeing what Mr. Brazil can do to relocate the dumpsters.

Council President Pro Tem Lindsay expressed appreciation for the new Town Marina and spoke regarding the successful facility. She spoke regarding corrections and small improvements that will be made, as is done with any new facility. She spoke regarding her work over the past couple years on convincing the residents adjacent to the park that the park won't negatively impact them and that it will enhance their experience. She spoke regarding the dumpsters being placed where it worked best operationally, but that it is negatively impacting these residents. She spoke in support of asking Public Works how they can relocate the garbage collection site deep on the Public Works property, but cautioned that the proposed location would put it closer to 315 South Lake Drive, so noise mitigation needs to be addressed. She spoke regarding moving the site close to the Public Works building. She spoke regarding improving the back gate area in order to encourage people to use the path rather than using the front of the site. She stated that she witnessed a garbage truck backing up traffic on South Lake Drive and spoke in support of using the other lot in order to keep them off the road.

Mayor Moore addressed a concern for losing greenspace. She spoke in support of giving Director Brazil time to review his previous research and see if this can be accomplished. She spoke in support of using the path, as Ms. Lindsay had mentioned.

Town Manager Blouin provided an overview of the issues and stated that the item will return to Town Council in July.

A. Matters Pulled From Consent Agenda: If needed

3. 340 Royal Poinciana Way - Review and Approval of The Declaration of Use Agreement and the Amended and Restated 1979 Agreement. [Wayne Bergman, Director of Planning, Zoning and Building]

Council Member Araskog explained her reasons for requesting a reconsideration of the Declaration of Use Agreement and the Amended and Restated 1979 Agreement. She expressed concern over the 45 "ghost" spaces and allowing use to be from 8:00 a.m. – midnight. Discussion ensued regarding the Motion for Reconsideration proceedings.

Motion was made by Council Member Araskog and seconded by Council Member Cooney to re-consider the 1979 Agreement for the Royal Poinciana Playhouse. On roll call, the Motion failed 2-3 with Council Members Crampton, Lindsay and Zeidman dissenting.

Jamie Crowley, attorney for the applicant, provided clarification on the item to be approved. He stated that the Declaration of Use had been approved previously, but the Amended and Restated 1979 Agreement needed to have final approval. Discussion ensued on the item under discussion.

Motion was made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to approve the Declaration of Use Agreement and the Amended and Restated 1979 Agreement. On roll call, the Motion passed 3-2 with Council Members Araskog and Cooney dissenting.

Anita Seltzer, 44 Cocoanut Row, spoke regarding the historic Mysore fig tree and background of how the Town Council and staff have addressed the tree in the past. She emphasized the importance of ensuring protection for the tree during the construction project.

Alex Patterson, Royal Poinciana Plaza, provided assurances that the tree would be protected.

Bill Metzger, 277 Esplanade Way, spoke regarding a conversation with the City's Arborist about the Mysore fig tree and stated that he was confident that the tree will be protected during construction.

B. Old Business

1. Town-wide Undergrounding Project
[H. Paul Brazil, P.E., Director of Public Works]

a. Review of Project and Dashboard, Summary of Project Status

This item was heard out of order of the agenda.

b. Consider The Breakers Request for Improvements Along South County Road Between Via Bethesda and Royal Poinciana

Town Engineer Strayer presented background information on the item.

Jamie Crowley, Attorney for the Breakers, provided additional information on the request. He answered Council Members' questions.

Mayor Moore stated that a gold tabby is reserved for historic districts. She asked if the Breakers will be doing the maintenance if this is approved.

Council President Zeidman spoke regarding the gold tabby being for historic districts. Discussion ensued regarding the landmark vista designation of The Breakers and if gold tabby would be appropriate.

Council Member Crampton spoke in opposition to the tabby, but spoke in support of the proposed safety improvements.

Council President Pro Tem Lindsay spoke in support of the proposed safety improvements and stated that if the gold tabby is approved and installed, then The Breakers would need to maintain it. Discussion ensued regarding the high cost and difficulty in maintaining tabby. Ms. Lindsay expressed support for installing a tunnel for the golf carts.

Council President Zeidman requested confirmation from Public Works Director Brazil that if the Town replaces the sidewalks with tabby, then the difference of the cost of the tabby over traditional sidewalks would be paid by The Breakers. She stated that the sidewalks on County Road are in poor condition and that she supports replacement during the undergrounding of that area. She further stated that the sidewalks along County up to Worth should be replaced as undergrounding efforts take place. Director Brazil spoke regarding the sidewalk replacements that are being addressed.

Town Manager Blouin spoke regarding the process if this item moves forward.

Council Member Cooney spoke in support of sidewalk replacements. He spoke in opposition to the pavers in the roadway and addressed the proposed safety improvements. He spoke in having a standing prohibition of no right turn on red at that light. He spoke in support of The Breakers assisting financially for the mast arm crosswalk.

Council Member Araskog spoke in support of The Breakers' proposal for the No Turn on Red at that signal. She spoke in opposition to the pavers in the roadway. She stated that if tabby is approved, then it should not be at the cost of installation and maintenance of the Town. She stated that whatever is done should be extended to Barton to keep it consistent. She expressed support for decorative concrete at the main entrance of The Breakers. She spoke in support of sending any decorative sidewalk to ARCOM or Landmarks Commission.

In response to a question by Mayor Moore, Mr. Crowley, Mr. Brazil and Ms. Strayer addressed replacing sidewalks on the west side of The Breakers.

Council President Zeidman stated that she is supportive of the PHV at Via Bethesda. She spoke regarding the gold vs. gray tabby and that the difference should be paid by The Breakers. She expressed concern over the

no right turn on red sign that has been proposed. Discussion ensued regarding the effectiveness and safety of this sign at this intersection.

Mike Reiter provided an explanation of the type of sign that is being proposed.

Town Manager Blouin spoke regarding the necessity of staff analyzing the proposed items. He spoke regarding meeting with The Breakers to further discuss these items.

Council President Zeidman stated that The Breakers is looking for Council support of the proposed items.

Town Manager Blouin stated that staff will flush out details with The Breakers and return to Town Council.

Chief Nick Caristo stated that the No Right on Red could be used during certain times in order to get drivers accustomed to the sign.

Council President Zeidman spoke regarding Council being concerned with the safety issue on County Road.

Council Member Araskog expressed concern that she is not ready to provide support at this point on any of the proposed items.

Director Brazil stated that staff will return to Council after working with The Breakers.

c. Review of Temporary Replacement of Failing Mast Arms at Peruvian Avenue and Worth Avenue by Florida Department of Transportation.

Town Engineer Strayer presented background information on the item. Ms. Strayer and Director Brazil answered Council Members' questions.

Town Manager Blouin spoke regarding the failure of the mast arms and the necessity to be installed quickly due to hurricane system.

Council Member Araskog expressed concern over the proposed design.

In response to a question by Mayor Moore, Ms. Strayer spoke regarding other mast arm projects that had been planned.

d. RESOLUTION NO. 063-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for Engineering Design Services for Post-Mounted Signals at Hammon Avenue, Worth Avenue, and

Peruvian Avenue in the Amount of $82,028 and Establishing a Project Budget of $90,000.

Motion was made by Council Member Araskog and seconded by Council President Pro Tem Lindsay to approve Resolution No. 063-2022. On roll call, the Motion passed unanimously.

C. New Business

4. Addition of Item No. XII.C.4 Consideration of scheduling an Attorney/Client Session immediately following the Town Council meeting on May 10, 2022, in the Town Council Chambers, 360 South County Road, Palm Beach, Florida, to discuss the following matter: Palm Beach Hotel Condominium Association, Inc. v. Town of Palm Beach- Case Number 50-2020-CA-002757-XXXX-MB (AG). Attorney/Client Session Attendees: Mayor Danielle H. Moore; Town Council President Margaret A. Zeidman; Town Council President Pro Tem Bobbie Lindsay; Town Council Members Julie Araskog, Edward A. Cooney, Lewis S. W. Crampton; Town Manager Kirk Blouin; Town Attorneys John C. Randolph and Joanne M. O'Connor, and Pleasanton, Greenhill, Meek & Marsaa Court Reporters.
John C. Randolph, Town Attorney

Town Attorney Randolph spoke regarding his request to hold a closed door session regarding a settlement agreement, but stated that he would like to have Paul Brazil provide background information on the settlement agreement in a public session.

Discussion ensued regarding the noticing of the item.

Director Brazil provided background information on the issue and Joanne O'Connor, Jones Foster, provided background information on the lawsuit and outlined the terms of the settlement agreement. Town Attorney and Director Brazil clarified that the settlement agreement does not address the issues that were raised during public comment regarding vehicles going outside the easement and that code enforcement needs to address those issues. Director Brazil answered questions from Council Member Cooney.

Council Member Crampton spoke in support of the settlement agreement and stated that he feels that a closed door session is unnecessary.

Council Member Araskog requested clarification of the language pertaining to the easement, to which Ms. O'Connor responded. Ms. O'Connor spoke regarding the judgment, which was an attachment to the settlement agreement, and provides for the easement.

In response to a question from Council President Pro Tem Lindsay, Ms. O'Connor provided further clarification on the judgement and the easement.

Celia Terenzio, on behalf of Mr. Hager at 231 Park Avenue, requested when the issue pertaining to over-sized vehicles on the easement will be addressed.

Town Manager Blouin stated that he will have Code Enforcement staff address this issue with her after the meeting.

Council Member Araskog provided clarification on what is being heard today. She stated that if issues arise on the weekend and at night to call the Police Department.

Motion was made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to accept the settlement agreement. On roll call, the Motion passed unanimously.

Council President Zeidman asked Town Manager Blouin to state what staff will do to address the issue, to which Mr. Blouin responded.

e. Approve Request for Saturday Work to Mill and Resurface Parking Lot at 205 Royal Palm Way

This item was heard out of order of the agenda.

2. Implementation Plan for Coastal Resiliency - Part Two [Wayne Bergman, Director of Planning, Zoning and Building]

Discussion ensued on deferring this item to a future meeting.

It was the consensus of the Town Council to defer this item to a future meeting to be determined by Council President Zeidman.

The following item was heard out of order of the agenda:

C. New Business

5. Noise Complaints Concerning Car Washing Activities in Residential Areas. [Julie Araskog, Town Council Member]

Council Member Araskog requested that this noise issue be referred to the Ordinances, Rules and Standards Committee. Town Attorney Randolph spoke regarding a matter of car washing coming before Code Enforcement

Board, but if what is being discussed is the issue of noise, then it can be discussed.

It was the consensus of the Town Council to refer the issue of noise in regards to car washing to the Ordinances, Rules and Standards Committee.

B. Old Business

3. Discussion Regarding Café Permit Extension [Wayne Bergman, Director of Planning, Zoning and Building]

Director Bergman presented background information on the item.

Council President Zeidman spoke in support of extending the temporary COVID seating until after the Fourth of July. She stated that restaurants are still getting requests for outdoor seating due to customers' concerns about COVID. She spoke regarding restaurants needing to ensure that they're complying with the seating requirements.

Mayor Moore stated that she is not against extending the temporary outdoor seating and spoke regarding restaurants needing to be responsible to apply for the new café permits.

Council President Zeidman spoke regarding the café permit process. She expressed concern that the letter that was sent to the restaurants does not outline the process, specifically that the process will take up to 3 months to get onto the Council agenda for approval of Café Seating. She stated that restaurant owners were not aware that beginning the process in February or March would take them until after the current Covid expiration date on May 30 to be on the Council Agenda for potential approval.

Council Member Araskog spoke in opposition to extending the permits and addressed some of the restaurants that may not be applying for the café permit because they do not have the right conditions. She expressed concern over some restaurants that are not complying with the outdoor seating requirements and are causing safety hazards. She spoke regarding allowing restaurants that have filed an application for the café permit to be able to extend the temporary outdoor seating until their application is approved. She expressed concern over a lack of enforcement.

Council Member Cooney spoke in opposition to an extension of the temporary outdoor seating and addressed the letters sent by staff. He spoke regarding the temporary seating not taking the place of indoor seating, which was the intention, but rather adding to the overall seating for the restaurants. He expressed concern over issues with enforcement and spoke

regarding trying to figure out how to level the playing field in regards to enforcement.

Council President Pro Tem Lindsay spoke in opposition to an extension to the temporary outdoor seating because the restaurants have been notified sufficiently and only a few restaurants have applied. In response to questions by Ms. Lindsay, Mr. Bergman provided information on the new café permit process. She spoke regarding seats being available at restaurants and that most diners seem to be inside.

Council Member Crampton spoke regarding this program being effective when it was adopted. He spoke in support of allowing staff to deal with the process and make recommendations on the applications that come forward. He spoke in support of using the three strikes for enforcement and increasing resources to enforce the requirements.

Town Manager Blouin addressed the issue of enforcement and spoke regarding developing a plan to add more code enforcement officers.

Council President Zeidman spoke regarding some of the restaurants not understanding the café permit process and expressed concern over the timing from the notifications to complete the permitting process. Discussion ensued regarding the possibility of an extension.

Council President Pro Tem Lindsay expressed concern over restaurants applying for Café Seating having only one day a month to meet with staff. She expressed concern that the process, including the one day availability of staff was not sufficient. Town Manager Blouin clarified that the information is available on the Town website and that the one day a month is for finalizing the application. Council President Pro Tem Lindsay spoke in support of sending one more letter to notify them that the temporary outdoor seating is ending and that they need to get their application in to get a café permit in order to having outdoor seating. Mr. Bergman stated that he would send one more letter to the restaurants to notify them that the temporary seating is ending and to apply for the café permit. Discussion ensued on extending the temporary seating for those restaurants that apply for the café permit.

C. New Business

1. Evaluation of Impacts to Right-of-Way Due to “Palm Beach Transportation Planning Agency Recommended Improvements for South Ocean Boulevard (A1A) Between Lake Avenue to Ibis Way to the Florida Department of Transportation”.
TIME CERTAIN: 2:00 PM [H. Paul Brazil, P.E., Director of Public Works]

This item was heard out of order of the agenda.

2. Review of a Stop Work Order Due to Three Strike Rule at 310 Clarke Avenue. [Wayne Bergman, Director of Planning, Zoning and Building]

Motion was made by Council Member Araskog and seconded by Council President Pro Tem Lindsay to defer this item to the May 11, 2022 Development Review Meeting. On roll call, the Motion passed unanimously.

3. Garbage Collection at Town Marina
TIME CERTAIN: 3:00 PM [Bobbie Lindsay, Council President Pro Tem]

This item was heard out of order of the agenda.

4. Noise Complaints Concerning Car Washing Activities in Residential Areas. [Julie Araskog, Town Council Member]

This item was heard out of order of the agenda.

XIII. ORDINANCES

A. Second Reading

1. Proposed Ordinance to Amend Chapter 2 Article X Section 2-636 of the Town Code to Modify the Responsibilities of the Shore Protection Board

ORDINANCE NO. 006-2022 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 2, Article X, Section 2-636, Shore Protection Board; Providing for Severability, Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. [H. Paul Brazil, P.E., Director of Public Works]

Town Attorney Randolph read the title of the ordinance.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to adopt Ordinance No. 006-2022 on second reading. On roll call, the Motion passed unanimously.

2. Proposed Ordinance to Amend Chapter 88 Articles II and III of the Town Code to Modify Hedge Heights and Eliminate Pests

ORDINANCE NO. 007-2022 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 88, Property Maintenance Code, at Article II, Definitions, Section 88-14, General Definitions; and at Article III, General Requirements, Sections 88-

16, Exterior Property Areas, and 88-23, Pest Elimination; Providing For Severability; Providing For The Repeal Of Ordinances In Conflict; Providing For Codification; And Providing an Effective Date. [Wayne Bergman, Director of Planning, Zoning and Building]

Town Attorney Randolph read the title of the ordinance.

Council Member Araskog expressed concern over language in the ordinance being too broad and requested that it be referred back to ORS.

Council Member Cooney expressed concern over the broadness of the language.

Council President Pro Tem Lindsay expressed concern over the language, as well and spoke regarding that while this ordinance began with iguanas, there there are also concerns with squirrels, rats and other wildlife.

Town Manager Blouin stated that this issue is not a great concern and that there are not any complaints at this time.

Discussion ensued regarding the proposed language changes in order to provide for enforcement.

It was consensus of the Town Council to refer this Ordinance to the Ordinances, Rules and Standards Committee for further review.

B. First Reading

1. Proposed Ordinance to Amend Chapter 42 Article V, Section 42-228 to Modify the Decibel level in Area 4 of the Town

ORDINANCE NO. 008-2022 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 42, Environmental at Article V, Noise at Section 42-228, Nonvehicular Noise Amending the Maximum Level, dba Measurement In Geographic Area 4 to be Consistent with the Measurements in Geographic Areas 1 And 3, I.E., 61 Decibels During the Day and 55 Decibels at Night; Providing for Repeal of Ordinances or Parts of Ordinances in Conflict Herewith, Providing for Severability; Providing for Codification; Providing an Effective Date.
[Nicholas Caristo, Chief of Police]

Town Attorney Randolph read the title of the ordinance.

Motion was made by Council Member Araskog and seconded by Council Member Cooney to approve Ordinance No. 008-2022 on first reading. On roll call, the Motion passed unanimously.

XIV. ANY OTHER MATTERS

Discussion ensued regarding a discussion being added to Any Other Matters on the May 11, 2022 Development Review Meeting regarding native landscaping list and ordinance.

XV. ADJOURNMENT

Motion was made by Council Member Cooney and seconded by Council Member Araskog adjourn the May 10, 2022 Town Council meeting at 6:22 PM. On roll call, the Motion passed unanimously.

APPROVED:

_____
Margaret A. Zeidman, Town Council President

ATTEST:

_____
Pat Gayle-Gordon, Acting Town Clerk

_____
Date

TOWN OF PALM BEACH

Minutes of the Development Review
Town Council Meeting
Held on May 11, 2022

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council Meeting was called to order May 11, 2022 at 9:34 a.m. On roll call, all elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Deputy Town Clerk Churney gave the invocation. Council President Zeidman led the Pledge of Allegiance.

III. COMMENTS OF MAYOR DANIELLE H. MOORE

The mayor did not have any comments at this time.

IV. COMMENTS OF TOWN COUNCIL MEMBERS

Council President Zeidman reviewed the schedule for the day's meeting. She spoke regarding adding items under Any Other Matters, which included a discussion regarding sending native plants to ORS, a discussion about add-ons to construction projects and whether this item should be sent to ORS, as well as a discussion regarding the construction pamphlets distributed by Planning, Zoning & Building.

Council Member Araskog reminded landscapers not to blow leaves into the street.

Mayor Moore reminded that hurricane season was around the corner and encouraged citizens to begin preparations.

Council Member Araskog expressed appreciation to Police and Fire Rescue but wanted to make sure to acknowledge the Fire Rescue department for helping to save the people during the recent rip tide. She thanked all for their hard work and dedication.

Council Member Lindsay stated that the event occurred after hours, and many people came to offer assistance.

Council Member Cooney stated he spoke to Town Manager Blouin and Chief Caristo about the possibility of keeping the lifeguards on duty until sunset.

Council President Zeidman further reviewed the schedule for the agenda.

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

Jorge Sanchez, 239 Southland Road, spoke regarding the native landscape ordinance and asked that if it is taken to ORS, it be taken in July, not June. He also raised the issue about substantial landscape changes needing to be taken to ARCOM; He provided reasons he objected to the outlined guidelines in the Project Designation Guide.

Council Member Araskog stated that the Town Council discussed the issue and stated that she thought that substantial changes should be reviewed by ARCOM if it could impact the neighbors.

Council President Zeidman acknowledged that at times, decisions are made by Town Council without the benefit of understanding fully the impact. She acknowledged that the discussion and consequent decision on the native landscape ordinance was headed in the right direction but thought some clarification could be beneficial.

Discussion ensued regarding the language in question. Director Bergman spoke regarding changes that were being made to the guidelines in the ARCOM Project Designation Manual. Assistant Director Murphy stated that the manual that Mr. Sanchez is referring to was put into place in 2015 and some of the requirements were over regulated. Council Member Araskog provided further information on the manual.

VI. APPROVAL OF AGENDA

Director of Planning, Zoning and Building Bergman read the following requested modifications:

Deferral of ZON-21-006, 164 Seaspray Avenue to the June 15, 2022 meeting

Deferral of ZON-22-017, 1237 N. Lake Way to the June 15, 2022 meeting

Withdrawal of ZON-22-032, 594 N. County Road

Deferral of ZON-22-033, 108 El Mirasol to the June 15, 2022 meeting

Deferral of ZON-22-037, 60-70 Blossom Way to the June 15, 2022 meeting

Deferral of ZON-22-044, 333 Sunset Avenue to the June 15, 2022 meeting

Deferral of ZON-22-045, 426 Seaspray Avenue to the June 15, 2022 meeting

Deferral of ZON-22-059, 2219 Ibis Isle Road to the June 15, 2022 meeting

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay to approve the agenda as amended. Motion carried unanimously, 5-0.

Council President Zeidman explained the addition of items under Any Other Matters at the end of the agenda.

The following item was carried over from previous day's meeting.

Review of a Stop Work Order Due to Three Strike Rule at 310 Clarke Avenue

Mr. Bergman presented the facts about the three strikes given to the property at 310 Clarke Avenue.

Jim Hiller, Sciame Homes, presented reasons for his company's infractions and provided information on ways that the company will be ensuring compliance with the new regulations.

Council Member Araskog pointed out that the regulations had been in place and were not new regulations. She expressed concern that most of the violations were old laws. She recommended reviewing laws. She inquired about the incomplete document that Mr. Hiller pointed out.

Mr. Hiller spoke regarding issues that he had finding the appropriate ordinance online and from Town staff.

Council President Pro Tem Lindsay inquired if the outstanding fines were paid, to which Mr. Hiller stated that he believed that they were paid.

Council Member Crampton thanked Mr. Hiller for waiting all day at the meeting the previous day. He stated that the regulations were older laws and he stated that he believed Mr. Hiller would take heed of being on notice. He explained the reasoning behind the three-strike law.

Council President Zeidman pointed out if another violation occurred, the project would be shut down.

Motion made by Council Member Cooney and seconded by Council Member Araskog to lift the stop work order, waive the third strike, and authorize Town Staff to issue future right-of-way permits for this project, providing that they have paid all associated fines. Motion carried unanimously, 5-0.

The following items were heard out of order of the agenda:

VIII. RESOLUTIONS

A. RESOLUTION NO 064-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 345 Pendleton Lane Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

Deputy Town Clerk Churney administered the oath at this time and throughout the meeting as needed.

Council President Zeidman requested confirmation of proof of notification. Deputy Town Clerk Churney provided confirmation.

Ex parte communication was declared by Mayor Moore.

Janet Murphy, Murphy Stillings, presented background information on the project and historical information on the property. She outlined how the property met

Criteria 1, 3 and 4 for Landmark Designation.

Motion made by Council Member Cooney and seconded by Council Member Crampton that the designation report be made part of the record. Motion carried unanimously, 5-0.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Council Member Cooney expressed gratitude for the owners in support of the designation.

Motion made by Council Member Araskog and seconded by Council Member Cooney that Resolution No. 064-2022 be adopted designating the property at 345 Pendleton Lane as a landmark of the Town of Palm Beach on the basis that it meets criteria 1, 3 and 4 of Section 54-161 of the Town of Palm Beach Code and the Landmarks Preservation Ordinance No. 2-84. Motion carried unanimously, 5-0.

Director Bergman introduced Jennifer Hofmeister-Drew, the Town's new Senior Planner.

B. RESOLUTION NO 065-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 200 Algoma Rd Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

Council President Zeidman requested confirmation of proof of notification. Deputy Town Clerk Churney provided confirmation.

There was no ex parte communication declared at this time.

Janet Murphy, Murphy Stillings, presented background information on the project and historical information on the property. She outlined how the property met Criteria 1, 3 and 4 for Landmark Designation.

Motion made by Council Member Cooney and seconded by Council Member Araskog that the designation report be made part of the record. Motion carried unanimously, 5-0.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Council Member Araskog thanked the owner for supporting the designation.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay that Resolution No. 065-2022 be adopted designating the property at 200 Algoma Road as a landmark of the Town of Palm Beach on the basis that it meets criteria 1, 3 and 4 of Section 54-161 of the Town of Palm Beach Code and the Landmarks Preservation Ordinance No. 2-84. Motion carried unanimously, 5-0.

C. RESOLUTION NO 066-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 215 Mediterranean Rd Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

Ex parte communication was declared by Council President Pro Tem Lindsay.

Emily Stillings, Murphy Stillings, presented background information on the project and historical information on the property. She outlined how the property met Criteria 1, 3 and 4 for Landmark Designation. She stated this home would be the first Mid-Century Modern home to be landmarked in the Town.

Motion made by Council Member Araskog and seconded by Council Member Cooney that the designation report be made part of the record. Motion carried unanimously, 5-0.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Crampton that Resolution No. 066-2022 be adopted designating the property at 215 Mediterranean Road as a landmark of the Town of Palm Beach on the basis that it meets criteria 1, 3 and 4 of Section 54-161 of the Town of Palm Beach Code and the Landmarks Preservation Ordinance No. 2-84. Motion carried 4-1, with Council Member Cooney dissenting.

Council President Zeidman inquired about the distribution of the plaques to the newly landmarked homes.

Anne Metzger, Landmarks Preservation Commissioner, spoke regarding her role in changing this process and the decision by the Commission was to postpone the process. She expressed concern that it was taken out of her hands. She spoke about four owners of designated homes who she had contacted but added that the item had been dropped.

Council Member Cooney spoke regarding the process being unceremonious in the past and expressed appreciation for this issue being brought to the attention of Town Council.

Council Member Araskog spoke in support of distributing plaques for designation at Landmarks Preservation Commission meetings.

Council President Pro Tem Lindsay inquired about the current process, to which Mr. Cooney responded. Ms. Lindsay spoke in support of bringing this issue up on a future agenda for discussion because it is important. She spoke in support of the Mayor and Landmarks Commission to coordinate presenting the plaques.

Mayor Moore stated that she feels that this is a staff-level decision and that not all owners will want to accept a plaque. She expressed appreciation for the Landmarks Preservation Commission and Murphy Stillings for the designation of this home.

Discussion ensued regarding issuing the plaques at Town Council meetings after

the designation. Further discussion ensued regarding who will notify the owners and it was the consensus that the Landmarks Commission should discuss that issue.

VII. PRESENTATIONS

A. Introduction of Code Review Planning Firms, ZoneCo and Corradino Group

TIME CERTAIN: 2:00 PM
This item was heard out of order of the agenda.

B. Moratoriums and Zoning in Progress
John C. Randolph, Town Attorney

This item was heard out of order of the agenda.

VIII. RESOLUTIONS

A. RESOLUTION NO 064-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 345 Pendleton Lane Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

The item was heard out of order of the agenda.

B. RESOLUTION NO 065-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 200 Algoma Rd Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

The item was heard out of order of the agenda.

C. RESOLUTION NO 066-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 215 Mediterranean Rd Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

The item was heard out of order of the agenda.

IX. DEVELOPMENT REVIEWS

A. **Variances, Special Exceptions, and Site Plan Reviews**

1. Old Business

a. **ZON-21-006 (ARC-21-040) 164 SEASPRAY AVENUE (COMBO)**

SPECIAL EXCEPTION REQUEST WITH SITE PLAN REVIEW AND VARIANCES The applicant, Hayati Banastey, has filed an application requesting Town Council review and approval for a Special Exception Request with Site Plan Review for the construction of new two story residence on 2 platted lots deficient in lot width and lot area, including the following variances (1) a variance to reduce the required side (east) yard setback to 10 ft in lieu of 15 feet required for 2 story structure; (2) a variance to reduce the required side (west) yard setback to 10 ft in lieu of 12.5 feet required for the 1 story portion; (3) a variance to reduce the required side (west) yard setback to 10 feet in lieu of 15 feet required for the 2 story portion. [The Architectural Review Commission deferred the project to the May 25, 2022 meeting. Carried 7-0.] Staff Recommends a Deferral to the June 15, 2022 Meeting

This item was deferred to the June 15, 2022 meeting at the approval of the agenda.

b. **ZON-22-017 (ARC-22-032) 1237 N LAKE WAY (COMBO) - VARIANCES & SITE PLAN REVIEW** The applicant, Frank H. Pearl and Geryl T. Pearl, has filed an application requesting Town Council review of and approval of Site Plan Review for the construction of a new two-story residence on a lot with less width than required in the RB district, and including variances (1) to allow a two-story accessory structure on a lot less than 20,000SF in lot area, and (2) to exceed the point of measurement. ARCOM will perform design review of the application. [The Architectural Review Commission deferred the project to the May 25, 2022 Meeting. Carried 7-0.] Staff Recommends a Deferral to the June 15, 2022 Meeting

This item was deferred to the June 15, 2022 meeting at the approval of the agenda.

c. **ZON-22-029 (HSB-22-002) 854 S COUNTY RD (COMBO) - VARIANCES** The applicant, Todd Glaser, has filed an application requesting Town Council review and approval for variance (1) to retain the existing nonconforming side (north) setback to accommodate substantial additions to a historically significant building. The Landmarks Preservation Commission will perform design review of the application. [Landmarks Preservation Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject historically significant property. Carried 7-0.] [The Landmarks Preservation Commission approved the project as presented. Carried 7-0.]

Ex parte communications were declared by Council Members Araskog and Cooney.

Maura Ziska, attorney for the applicant, provided an overview of the project and presented the requested variances.

Assistant Director of Planning Zoning and Building Murphy provided staff comments and answered Council Members' questions.

Jonathan Brannon, Dailey Janssen Architects, presented the architectural plans proposed for the addition to the existing home.

Council President Zeidman called for public comment.

James Green, Attorney for Monnie Donnelly, owner of 4 Via Vizcaya, spoke regarding the alley between his client's property and the proposed property. He expressed concern regarding the intensification of use for the alley between the two properties. He requested that the southeast parking area be reduced to service vehicles only and that the Town request a traffic study on the home due to the traffic concerns.

Ms. Ziska displayed the alley on the plans and explained the use.

Mayor Moore inquired about a safety sight triangle for exiting the alley, to which Mr. Murphy responded.

Mr. Murphy clarified the process for this safety review in response to a question raised by Council Member Araskog.

Town Attorney Randolph clarified the requirements of the sight triangle ordinance and stated that this project doesn't necessarily have a requirement to comply with this ordinance.

Council Member Araskog spoke in support of mitigating this potential safety issue although this did not have to do with the variance. Ms. Ziska stated that her client will look at this issue.

Council Member Cooney inquired as to why this the project would not need to comply with the safe sight triangle ordinance, to which Mr. Randolph responded.

Ms. Ziska discussed the hardship for the variance at the request of Council Member Araskog.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Motion made by Council Member Cooney and seconded by Council Member Crampton, that Variance ZON-22-029, shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 of the Town Code have been met. Motion carried unanimously, 5-0.

d. **ZON-22-032 (HSB-22-003) 594 NORTH COUNTY RD (COMBO) - VARIANCES** The applicant, George and Sandra Marucci, has filed an application requesting Town Council review and approval for variances to reduce both side yard setback requirements for one-story additions to a historically significant building and for a variance from Chapter 50 for the required floor elevation for the new ground floor addition on a historically significant building to construct a ground floor addition with a

finished floor of 6.49' NAVD in lieu of the required 7' NAVD. [The Landmarks Preservation Commission deferred the project indefinitely. Carried 7-0.] Staff Recommends a Withdrawal of the Project Per Email from Harold Smith, Architect

This item was withdrawn at the approval of the agenda.

e. **ZON-22-033 (ARC-22-001) 108 EL MIRASOL (COMBO) - VARIANCES** The applicant, ANK Palm Beach LLC (Anand "Andy" Khubani, Managing Member), has filed an application requesting Town Council review and approval for a variance to allow a basement in a North side-yard setback for basement vehicular access in relation to the construction of a new single-family residence. The Architectural Commission will perform design review of the application. [The Architectural Review Commission deferred the project to the May 25, 2022 meeting. Carried 7-0.] Staff Recommends a Deferral to the June 15, 2022 Meeting

This item was deferred to the June 15, 2022 meeting at the approval of the agenda.

f. **ZON-22-037 (ARC-22-040) 60-70 BLOSSOM WAY (COMBO) – SITE PLAN REVIEW** The applicant, Blossom Way Holdings LLC and Providencia Partners LLC (Maura Ziska, Authorized Representative), has filed an application requesting Town Council Site Plan Review as required for the installation of a generator with an output capacity over 100kW, in conjunction with the construction of a new single family residence. ARCOM will perform design review of the application. [The Architectural Review Commission deferred the project to the May 25, 2022 meeting. Carried 7-0.] Staff Recommends a Deferral to the June 15, 2022 Meeting

This item was deferred to the June 15, 2022 meeting at the approval of the agenda.

The Town Council recessed at 11:10 a.m. and reconvened at 11:23 a.m.

g. **ZON-22-038 (ARC-22-058) 220 BRAZILIAN AVE (COMBO) - VARIANCES** The applicant, I220 PB LLC (Guy Rabideau), has filed an application requesting Town Council review and approval for variances (1-2) to install AC equipment within both (east and west) side yards of a duplex building not fully screened by a 7' high wall and (3-4) to install an emergency generator in the side (west) yard setback exceeding maximum height allowed and not completely screened by a 7' high wall. The Architectural Commission will perform design review of the application. [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 6-0.] [The Architectural Review Commission approved the project with conditions. Carried 5-1.]

Ex parte communications were declared by Council Members Cooney, Araskog and Council President Pro Tem Lindsay.

David Klein, attorney for the applicant, provided an overview of the project and presented the requested variances.

Patrick O'Connell, Patrick O'Connell Architects, presented the location of the generator in response to the request from Council Member Cooney.

Mr. Murphy provided staff comments.

Council Member Cooney stated that he understood the concerns and was thankful that the applicant worked out a solution.

Council Member Araskog requested to view the elevation. Mr. Klein discussed the hardship for the variance at the request of Council Member Araskog.

Mr. Crampton requested that staff provide guidance on the least impactful proposal to the neighbors. Mr. Murphy indicated that the presented plan was least impactful.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Motion made by Council Member Cooney and seconded by Council Member Araskog, that Variance ZON-22-038, shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 of the Town Code have been met; and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 5-0.

Council President Zeidman inquired about the issue with the FEMA requirements for the placement of equipment, to which Mr. Murphy responded.

2. New Business

a. **ZON-22-015 (ARC-22-015) 755 N COUNTY RD (COMBO) – SPECIAL EXCEPTION W/ SITE PLAN REVIEW AND VARIANCES** The applicant, Beach Club Inc. (David Shaw, General Manager) has filed an application requesting Town Council review for Special Exception with Site Plan Review and Variance (1) to exceed the maximum allowable lot coverage and (2) to exceed the maximum allowable cubic content ratio (CCR), in order to expand the existing Beach Club facility. The Architectural Commission will perform design review of the application. [Architectural Review Commission Recommendation: Implementation of the proposed variances will not

cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project as presented. Carried 7-0.]

Ex parte communications were declared by Council Members Cooney, Araskog, Council President Zeidman and Mayor Moore.

Maura Ziska, attorney for the applicant, provided an overview of the project and presented the zoning requests.

Isaac Campos, Peacock and Lewis, presented the architectural plans proposed for the modifications to the existing commercial structure.

Mr. Murphy provided staff comments.

Council Member Cooney stated that he thought the change was minor and spoke in support of the application.

Council Member Crampton agreed the changes were minor and spoke in support of the application.

Mayor Moore asked to see the rendering or picture of the existing terrace and stated that she feels that the addition was appropriate.

Council Member Araskog inquired about the area to be modified. Mr. Campos provided further explanation of the area.

Motion made by Council Member Crampton and seconded by Council Member Araskog, that Variance ZON-22-015, shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 of the Town Code have been met; and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 5-0.

Motion made by Council Member Crampton and seconded by Council President Pro Tem Lindsay, that Special Exception ZON-22-015 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. Motion carried unanimously, 5-0.

Motion made by Council Member Crampton and seconded by Council Member Cooney that Site Plan ZON-22-015 shall be granted based upon the finding that such grant will not adversely and that the Council affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329 items 1 through 11. Motion carried unanimously, 5-0.

b. **ZON-22-043 482 ISLAND DR - VARIANCES** The applicant, 482 Island Drive Trust (William Atterbury III Trustee), has filed an application requesting Town Council review and approval for Variances (1) to exceed the maximum projection for a marginal dock and (2) to exceed the maximum allowable width of 30% for docks.

There were no ex parte communications declared at this time.

Maura Ziska, attorney for the applicant, provided an overview of the project and presented the variance requests.

Mr. Murphy provided staff comments and explained an issue with the Town regulations pertaining to certain types of boat lifts. Ms. Ziska provided further information on the requirements in questions.

Council President Pro Tem Lindsay spoke in support of the request. She acknowledged that there would be no plant material added to the dock and spoke regarding staff being able to come with a solution to address the issue that has been raised.

Council Member Cooney expressed appreciation to Ms. Ziska and Mr. Murphy for disclosing the unintended consequences that have occurred because of the discussed regulations. Mr. Cooney inquired about the proposed boatlift, with which he is unfamiliar.

Mathew Butler, Isiminger and Stubbs Engineering, explained the no-profile boatlift proposed and the benefits of this type of lift.

Council Member Araskog clarified that this ordinance was not reactionary, but rather because so many people were extending their lawns with a dock. She inquired if the lift could be used as a dock, to which Mr. Butler responded. Ms. Araskog asked if the neighbors were supportive.

Motion made by Council Member Cooney and seconded by Council Member Crampton, that Variance ZON-22-043, shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 of the Town Code have been met. Motion carried unanimously, 5-0.

c. **ZON-22-044 (ARC-22-054) 333 SUNSET AVE (COMBO) – SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCES** The applicant, Royal Poinciana South LLC (Arthur Pergament) has filed an application requesting Town Council review and approval for Special Exception with Site Plan Review and Variances (1) to exceed the maximum lot coverage, (2 & 3) to reduce required setbacks, (4) to expand an existing nonconforming 7 story building, (5 & 6) to allow pool equipment where not permitted, (7) to exceed the maximum building height and (8) to exceed the maximum allowable amount of equipment in a front yard. The Architectural Commission will perform design review of the application. [The Architectural Review

Commission deferred the project to the May 25, 2022 meeting. Carried 7-0.] Staff Recommends a Deferral to the June 15, 2022 Meeting

This item was deferred to the June 15, 2022 meeting at the approval of the agenda.

d. **ZON-22-045 (HSB-22-008) 426 SEAPRAY AVE (COMBO) – VARIANCES** The applicant, 426 Seaspray Avenue Trust (Maura Ziska, TR) has filed an application requesting Town Council approval for Variances (1) to exceed the maximum cubic content ratio (CCR), (2) to exceed the maximum lot coverage, and (3) from Chapter 50 for the required floor elevation for the new ground floor addition on a historically significant building to construct a ground floor addition with a finished floor of 2.27' NAVD and 4.06' NAVD in lieu of the required 7' NAVD, in conjunction with renovations and a two-story additions to an existing nonconforming historically significant building. The Landmarks Preservation Commission will perform design review of the application. [The Landmarks Preservation Commission deferred the project to the May 18, 2022 meeting. Carried 7-0.] Staff Recommends a Deferral to the June 15, 2022 Meeting

This item was deferred to the June 15, 2022 meeting at the approval of the agenda.

e. **ZON-22-051 223 SUNSET AVE—SPECIAL EXCEPTION W/ SITE PLAN REVIEW AND VARIANCES** The applicant, 233 Sunset Holdings LLC (Peter May), has filed an application requesting Town Council review and approval for Special Exception w/ Site Plan Review for the interior renovation of an existing second floor office space in an existing two-story building resulting in an increase of approximately 950 SF of Gross Leasable Area (GLA) and a Variance (1) to provide 0 of the 4 parking spaces required due to the increase of general office space.

There were no ex parte communications declared at this time.

Maura Ziska, attorney for the applicant, provided an overview of the project and presented the zoning requests.

James Hall, Madison Worth Architecture, presented the architectural plans proposed for the renovation of the existing commercial building.

Mr. Murphy provided staff comments.

Council Member Cooney spoke in support of the zoning requests. He requested that Ms. Ziska raise an issue related to the valet, unrelated to the application. Ms. Ziska stated she would address the issue with her client.

Council President Pro Lindsay stated that she has noticed increased congestion in that area and stated that she doesn't feel that the underground parking was being utilized.

Council Member Araskog inquired about the parking variance and expressed concern over a potential change of use for the office space. She inquired about the hardship, to which Ms. Ziska responded.

Motion made by Council Member Cooney and seconded by Council Member Crampton, that Variance ZON-22-051, shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 of the Town Code have been met; and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council Member Crampton, that Special Exception ZON-22-051 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council Member Crampton that Site Plan ZON-22-051 shall be granted based upon the finding that such grant will not adversely and that the Council affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329 items 1 through 11. Motion carried unanimously, 5-0.

f. **ZON-22-055 (HSB-22-005) 1161 N LAKE WAY (COMBO) - VARIANCES** The applicant, Maria Fanjul Ryan, has filed an application requesting Town Council review and approval for a Variance (1) from Chapter 50 for the required floor elevation for the new ground floor addition on a historically significant building to construct a ground floor addition with a finished floor of 3.82' and 5.74' NAVD in lieu of the required 7' NAVD. The Landmarks Preservation Commission will review the variance portion of the application. [Landmarks Preservation Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject historically significant property. Carried 7-0.] [The Landmarks Preservation Commission approved the project as presented. Carried 7-0.]

Ex parte communications were declared by Council Member Cooney and Mayor Moore.

Maura Ziska, attorney for the applicant, provided an overview of the project and presented the variance request.

Jackie Albarran, SKA Architect + Planner, presented the architectural plans proposed for the addition to the existing residence.

Mr. Murphy provided staff comments.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Crampton, that Variance ZON-22-055, shall be granted and find in support thereof that all criteria applicable to this application as set forth in Chapter 50, Sections 116 and 117 of the Town Code have been met; and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 5-0.

g. **ZON-22-057 (ARC-22-084) 147 SEABREEZE AVE (COMBO) VARIANCES** The applicant, MEHWD147 LLC (Elanor Acquavella Dejoux), has filed an application requesting Town Council review and approval for Variances (1) to exceed the maximum lot coverage allowed and (2) to exceed the maximum Cubic Content Ratio (CCR) allowed, in conjunction with a 16 SF first floor addition, and (3) to expand an existing nonconforming 3rd floor roof deck area. The Architectural Commission will perform design review of the application. [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 6-0.] [The Architectural Review Commission approved the project as presented. Carried 6-0.]

There were no ex parte communications declared at this time.

Maura Ziska, attorney for the applicant, provided an overview of the project and presented the variance request.

Thomas Kirchhoff, Kirchhoff & Associates Architects, presented the architectural plans proposed for the addition to the existing residence.

Mr. Murphy provided staff comments.

Council Member Araskog inquired about the requested lot coverage variance as well as the hardship, to which Ms. Ziska responded. Council Member Araskog expressed concern over the stated hardship.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Motion made by Council Member Cooney and seconded by Council Member Crampton, that Variance ZON-22-057, shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 of the Town Code have been met; and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried, 4-1 with Council Member Araskog

dissenting.

h. **ZON-22-058 (HSB-22-007) 145 CLARENDON AVE (COMBO)-VARIANCES** The applicant, 144 Clarendon LLC (Christopher Uzpen, Manager), has filed an application requesting Town Council review and approval for Variances for (1 and 2) to reduce both of the side (east and west) yard setback requirements and (2) from Chapter 50 for the required floor elevation for the new ground floor addition on a historically significant building to construct a ground floor addition with a finished floor of 6.31' NAVD in lieu of the required 7' NAVD, in conjunction with renovations and additions to an existing nonconforming one-story Historically Significant Building. The Landmarks Preservation Commission will perform design review of the application. [Landmarks Preservation Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject historically significant property. Carried 7-0.] [The Landmarks Preservation Commission approved the project as presented. Carried 7-0.]

Ex parte communication was declared by Council Member Cooney.

Maura Ziska, attorney for the applicant, provided an overview of the project and presented the variance requests.

Jackie Albarran, SKA Architect + Planner, presented the architectural plans proposed for the addition to the existing residence.

Mr. Murphy provided staff comments.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Council Member Cooney stated that he thought the home was lovely and the addition was sensitive.

Motion made by Council Member Cooney and seconded by Council Member Crampton, that Variance ZON-22-058, shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 and Chapter 50, Sections 116 and 117 of the Town Code have been met; and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 5-0.

In response to a request from Council President Pro Tem Lindsay, Mr. Murphy stated that there have been 34 homes that have been saved from destruction due to preservation efforts.

i. **ZON-22-059 (ARC-22-086) 2219 IBIS ISLE RD (COMBO) - SITE PLAN REVIEW** The applicant, GLOBAL ONE INVESTMENT

GROUP LLC (Alfredo Borges), has filed an application requesting Town Council review and approval for Site Plan Review to allow the construction of a residence on a non- conforming platted lot which is 90 feet in width in lieu of the 100-foot minimum width required in the R-B Zoning District. The Architectural Commission will perform design review of the application. [The Architectural Review Commission deferred the project to the May 25, 2022 meeting. Carried 7-0.] Staff Recommends a Deferral to the June 15, 2022 Meeting

This item was deferred to the June 15, 2022 meeting at the approval of the agenda.

j. **ZON-22-060 (COA-22-017) 1820 S OCEAN BLVD (COMBO) - SPECIAL EXCEPTION W/ SITE PLAN REVIEW AND VARIANCES** The applicant, White Birch Farm Inc. (Peter Brant), has filed an application requesting Town Council review and approval for Special Exception w/ Site Plan Review for the construction of a beach cabana in the BA zoning district including Variances (1) to reduce the required side (west) setback and (2) to reduce the required ocean bulkhead line setback. The Landmarks Preservation Commission will perform design review of the application. [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmarked property. Carried 7-0.] [The Landmarks Preservation Commission approved the project with conditions relating to the architecture. Carried 7-0.]

There were no ex parte communications declared.

Maura Ziska, attorney for the applicant, provided an overview of the project and presented the variance requests.

Patrick Segraves, SKA Architect + Planner, presented the architectural plans proposed for the new beach cabana.

Mr. Murphy provided staff comments.

Council Member Araskog inquired if landscaping would be added to the area, to which Mr. Segraves responded. She expressed concern that the landscaping would block the view. Mr. Segraves responded and provided plans that showed the existing conditions. Ms. Araskog inquired if there were other beach cabanas that were 6 feet from the road. Mr. Segraves stated most were at that same measurement.

Council President Pro Tem Lindsay spoke regarding FDOT adding the rock revetment. She spoke in support of the project due to the hardship of the revetment and expressed appreciation for the design considering the hardship.

Council Member Cooney inquired if the cabana would be added on stilts, to which Mr. Segraves responded. Mr. Cooney spoke in support of the application and stated that he has not supported other recent applications

for cabanas because they did not meet the required lot width.

Mayor Moore spoke regarding a cabana that had been approved by a previous Council that had been required to decrease in size.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay, that Variance ZON-22-060, shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 of the Town Code have been met. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council Member Crampton, that Special Exception ZON-22-060 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council Member Crampton that Site Plan ZON-22-060 shall be granted based upon the finding that such grant will not adversely and that the Council affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329 items 1 through 11. Motion carried unanimously, 5-0.

Mr. Murphy provided additional information on the required height requirement for landscaping on the ocean vista.

Council President Zeidman requested that there be clarification made at the next Planning & Zoning Commission meeting regarding the consideration by Town Council of variances. Discussion ensued regarding Town Council and staff review and consideration of variance applications.

The Town Council recessed at 1:03 p.m. and reconvened at 1:48 p.m.

X. ORDINANCES

A. **First Reading**

1. Proposed Ordinance to Amend Chapter 18 of the Town Code to Modify the Language regarding Floodplain Management, to incorporate new FEMA and FL DEM requirements, and to acknowledge the Town's current CRS classification.

ORDINANCE NO. 009-2022 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 18, Buildings And Building Regulations, Specifically At Article I, In General, Section 18-1, Datum Plane Adopted;

And At Article IV, Florida Building Code, Division 2, Florida Building Code Technical Amendments For Flooding, Section 18-244, Amendments; Providing For Severability; Providing For The Repeal Of Ordinances In Conflict; Providing For Codification; And Providing An Effective Date.

Mr. Bergman provided background information on the two proposed ordinances. He stated the ordinances were mandated and written by the state. He read the title of the ordinance.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Motion was made by Council Member Araskog and seconded by Council Member Cooney to approve Ordinance No. 009-2022 on first reading. Motion carried unanimously, 5-0.

2. Proposed Ordinance to Amend Chapter 50 of the Town Code to Modify the Language regarding Floodplain Management, to incorporate new FEMA and FL DEM requirements, and to acknowledge the Town's current CRS classification.

ORDINANCE NO. 010-2022 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 50, Floods, By Amending Article III, Definitions And Article IV, Flood Resistant Development, To Provide For Accessory Structures In Flood Hazard Areas And To Specify Elevation Of Manufactured Homes In Flood Hazard Areas; Providing For Severability; Providing For The Repeal Of Ordinances In Conflict; Providing For Codification; And Providing An Effective Date.

Director Bergman read the title of the ordinance.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Motion was made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to approve Ordinance No. 010-2022 on first reading. Motion carried unanimously, 5-0.

XI. ANY OTHER MATTERS

1. Native Landscaping

Council Member Araskog spoke regarding a letter sent pertaining to the ordinance and requested that the Town Council refer this item back to the Ordinances, Regulations and Standards Committee. Town Council provided consensus to refer the ordinance back to ORS for further discussion.

2. Brochures

Council Member Araskog spoke regarding a previous discussion regarding sending out brochures pertaining to new construction regulations. She requested that these

brochures be mailed out to all Town residents once all the landscaping regulations have been updated. Town Council provided consensus to have staff mail out the brochures to all Town residents.

3. Valets on Worth Ave

Council Member Araskog stated that she has been getting complaints from Town residents regarding valets on Worth Avenue that are backing up traffic and requested an item for discussion be placed on a future agenda.

Council President Pro Tem Lindsay spoke in support of adding this discussion on the agenda and requested that Chief Caristo and Lieutenant Alber be present for the discussion.

Mayor Moore stated that one of the restaurants mentioned was having an issue with a shortage of valets coming into work.

Council President Zeidman stated that she would request this item be placed on the agenda in June.

The following item was heard out of order of the agenda:

VII. PRESENTATIONS

A. Introduction of Code Review Planning Firms, ZoneCo and Corradino Group

TIME CERTAIN: 2:00 PM

Director Bergman introduced Sean Suder, Lead Principal and Founder, ZoneCo, who provided information on his company and spoke regarding the tasks that his team will be completing for this project, which includes community engagement and final proposal that can be adopted. He addressed the balance of needs between private property rights and addressing issues that the Town is facing.

Joe Corradino, President, Corradino Group, provided background information on his firm. He spoke regarding the challenges with older municipalities' zoning codes. He spoke regarding his background and his experience with helping municipalities with developing and revising their zoning codes. He spoke regarding his role in the process for the Town.

In response to questions by Council President Zeidman, Mr. Suder provided additional information on his legal and planning background and Mr. Corradino provided information on engineering and planning projects that he worked on in South Florida.

Messrs. Suder and Corradino answered Council Members' questions, specifically on the project timeline, process of the project, examples of other similar cities, legal backgrounds, strategies for creative public engagement, process for Code review.

In response to a question from Mr. Crampton, Mr. Bergman spoke regarding how Town Council will be updated through the process. Council Member Araskog

spoke in support of having a standing monthly agenda item dedicated to the process.

Council Member Araskog spoke in support of the consultants having a tour around the Town. She spoke regarding the importance of involving everyone in the community and listening to everyone's opinions.

Council President Pro Tem Lindsay expressed concern over the timing of reaching out to the residents. She spoke in support of approaching the residents in the R-B District first because there are more annual residents in that district. She expressed concern over the necessity to address the R-B District as soon as possible. She spoke in support of the Town Council being very involved in the entire process and being the decision-makers. Council President Zeidman spoke regarding the role of the Town's Commissions and spoke regarding the high level of engagement of the Town Council.

Mayor Moore spoke regarding the importance of also focusing on the commercial districts. She spoke regarding the Town Council's engagement and spoke in support of the consultants meeting everyone in Town that they need to meet. She spoke in support of a parallel course or focus on the commercial districts. She recommended that the consultants listen to the April Strategic Planning Steering Committee meeting to hear issues that were raised. She explained that the commercial district concerns are pertaining to potential redevelopment of those areas.

Council Member Cooney expressed appreciation for the team and collaboration between the consulting companies.

Council Member Crampton spoke regarding the importance of the consultants and staff needing to show progress on the project.

Council Member Araskog further explained the Sunshine Law. She spoke regarding problems being in R-A districts and all areas of the Town. She spoke in support of the consultants being provided the 2003 Strategic Planning Report. Mayor Moore requested that the report be included in the consultants' packet.

Council President Pro Tem Lindsay spoke in support of each of the Town Council Members having individual time with the consultants. She spoke regarding the various input from residents on their desires for the outcomes.

Council President Zeidman stated that this meeting was an introduction, and she commended the selection committee on their decisions. She outlined with whom the consultants will be meeting. She spoke regarding the Council Members sending questions to Director Bergman during the process. She spoke in support of each Council Member being able to go on a tour with the consultants. Town Attorney Randolph clarified that the consultants cannot poll the Council Members. Council Member Araskog recommended that a Council Member attends the tour this afternoon and two other tours tomorrow morning. The Town Council concurred that Ms. Lindsay will attend the tour after the meeting and Ms. Araskog will attend a tour at 7:30 a.m. and Mr. Cooney's tour will be held directly after.

Jorge Sanchez, 239 Southland Road, welcomed the consultants and expressed appreciation for the commencement of the project.

Michael Spaziani, 3300 South Ocean Blvd., expressed concern with restricting some of the development of the North end of town and stressed the importance of the consultants understanding the Bert Harris Law.

Anita Seltzer, Cocoanut Row, expressed concern that the Planning & Zoning Commission does not do any Planning and therefore should be renamed the Zoning Commission. She stressed that everyone in the Zoning Districts is impacted by the Town Zoning Code. She asked clarification on the process for the hiring of the consultants and the timeline of the process and deliverables. She asked if the consultants will be addressing the comprehensive plan. She expressed concern that previous steering committees had been influenced by outside individuals and spoke in support of ensuring transparency.

Director Bergman and Assistant Director Murphy answered Ms. Seltzer's questions. Council President Zeidman addressed the qualifications of the three firms that were selected and spoke regarding the importance of having a team for this project which includes an attorney with expertise in codes, an urban planner, an architect, and an engineer. She stated that no one firm has all of the necessary qualifications.

B. Moratoriums and Zoning in Progress
John C. Randolph, Town Attorney

Town Attorney Randolph presented the background information on zoning moratoria and Zoning in Progress. He addressed Bert Harris claims in the process. He answered Council Members' questions.

Council Member Araskog spoke about the timing regarding Bert Harris claims. She spoke regarding residents speaking to her in support of a moratorium. She spoke regarding the choice between the two options. She addressed the impact of traffic from development.

Discussion ensued regarding the Town's past moratoria and other municipalities in the County that have recently enacted a moratorium or zoning in place for various areas. Town Attorney Randolph emphasized that a study must be conducted, and a determination must be made as to whether there is a real infrastructure problem. He spoke regarding a past moratorium that was discussed.

Gail Coniglio, 1139 N. Ocean Blvd., expressed appreciation for the presentation and spoke regarding how the size of homes in the North end have changed. She requested clarification from Town Attorney Randolph about if a change from CCR to FAR is done, then a zoning in progress can be made, to which he confirmed it would apply and provided further explanation on the topic. Mr. Murphy provided additional information. Discussion ensued regarding the ability for zoning in progress to study both commercial and residential at the same time. Ms. Coniglio stated that residents on the North end are also concerned about the height and mass of new homes being built.

Town Attorney Randolph provided further clarification on zoning in progress being declared with the necessity for FAR. Discussion ensued regarding what can be included in a study for a zoning in progress and the timing and how quickly it can be accomplished.

Mayor Moore expressed concern over individuals who have just purchased a home having issues with complying the zoning in progress and expressed concern over the timing of approving this during the summer.

Town Attorney Randolph spoke regarding the consultants and staff needing to meet and analyze data to determine what the issues are specifically.

XI. ANY OTHER MATTERS

4. Add on to construction projects

Director Bergman provided information on a problem with the permitting software extending permits by six months when anything is changed on a permit. Discussion ensued regarding the issue, and it was the consensus to add an item to the June agenda to discuss.

5. Temporary COVID seating and Café permits

Council Member Cooney stated that he has re-thought this issue and stated that he would support an extension at this time but emphasized that he only supports a temporary extension.

Council President Pro Tem Lindsay stated that she would support an extension if there were a deadline. She requested if staff could accommodate multiple applicants at one time, to which Mr. Murphy responded.

Council President Zeidman addressed the issue of scheduling and the extensive process for the café permits for the restaurant owners. She supported the extension as she had initiated the discussion the previous day.

Council Member Araskog expressed concern over seating that has been added some of the restaurants. She spoke in support of extending COVID seating until the July Council Meeting for those restaurants that have already applied for the café permit.

Council Member Crampton spoke regarding each application needing to come before Town Council. He spoke in support of extending the timeline to August.

Council Member Araskog spoke regarding the issue with enforcement and stated that she would support an extension if there were increased enforcement over the weekends.

Council President Pro Tem Lindsay stated that restaurants should not take advantage of the extension as a means to increase seating.

Motion was made by Council Member Cooney and seconded by Council Member Crampton to extend the temporary COVID seating until Labor Day. Motion passed

unanimously, 5-0.

Deputy Town Clerk Churney announced that Mayor Moore had had a conflict of interest at the April 13, 2022 Development Review Meeting regarding 287 Pendleton Avenue, Resolution No. 41-2022. She stated that Mayor Moore has submitted the appropriate paperwork.

XII. ADJOURNMENT

Motion made by Council Member Araskog and seconded by Council Member Crampton to adjourn the meeting at 4:21 p.m. on May 11, 2022 without the benefit of a roll call.

APPROVED:

_____
Margaret Zeidman, Town Council President

ATTEST:

_____
Kelly Churney, Deputy Town Clerk
Date: _____

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Minutes

Agenda Title
Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of May 25, 2022.

Presenter
Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- **Memorandum Dated June 1, 2022 from Wayne Bergman, Director of Planning, Zoning and Building**
- **Minutes of the Architectural Review Commission Meeting of May 25, 2022**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Wayne Bergman, Director of Planning, Zoning & Building

Re: Approval of the Architectural Commission Meeting Minutes of May 25, 2022

Date: June 1, 2022

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of May 25, 2022.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of May 25, 2022.

GENERAL INFORMATION

These minutes are submitted to the Town Council for approval pursuant to Chapter 18-177 of the Town of Palm Beach Code of Ordinances.

Attachment

kmc

TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL REVIEW COMMISSION MEETING HELD ON WEDNESDAY, MAY 25, 2022

Please be advised that in keeping with a recent directive from the Town Council, the minutes of all Town Boards and Commissions will be "abbreviated" in style. Persons interested in listening to the meeting, after the fact, may access the audio of that item via the Town's website at www.townofpalmbeach.com.

I. **CALL TO ORDER**

Chair Smith called the meeting to order at 9:00 a.m.

II. **ROLL CALL**

Jeffrey W. Smith, Chairman	PRESENT (left at 6:45 p.m.)
Richard F. Sammons, Vice Chairman	PRESENT
John David Corey, Member	PRESENT
Maisie Grace, Member	PRESENT
Betsy Shiverick, Member	PRESENT
Thomas Kirchhoff, Member	PRESENT
Kenn Karakul, Member	PRESENT
Dan Floersheimer, Alternate Member	PRESENT (left at 5:30 p.m.)
Elizabeth Connaughton, Alternate Member	PRESENT
Joshua L. Martin, Alternate Member	PRESENT

Staff Members present were:
James G. Murphy, Assistant Director of Planning, Zoning and Building
Sarah Pardue, Design & Preservation Planner
Jordan Hodges, Design & Preservation Planner
Kelly Churney, Deputy Town Clerk
John Randolph, Town Attorney

III. **PLEDGE OF ALLEGIANCE**

Chairman Smith led the Pledge of Allegiance.

IV. **APPROVAL OF THE MINUTES FROM THE APRIL 27, 2022 MEETING**

Motion made by Mr. Corey and seconded by Mr. Karakul to approve the minutes from the April 27, 2022 meeting as amended. Motion carried unanimously, 7-0.

V. **APPROVAL OF THE AGENDA**

Mr. Hodges asked for a motion to approve the agenda with the following changes listed on the agenda modification sheet:

Move ARC-22-101, 249 Worth Avenue to G. Minor Projects - New Business
Deferral of ARC-22-001 (ZON-22-033), 108 El Mirasol to the June 29, 2022 Meeting
Deferral of ARC-22-029, 411 Brazilian Avenue to the June 29, 2022 Meeting
Deferral of ARC-22-040 (ZON-22-037), 60-70 Blossom Way to the June 29, 2022 Meeting
Deferral of ARC-21-038 (ZON-21-002) 218 Royal Palm Way to the June 29, 2022 Meeting
Withdrawal of ARC-22-053 1020 N. Lake Way

Motion made by Mr. Corey and seconded by Mr. Karakul to approve the agenda as amended. Motion carried unanimously. 7-0.

VI. **ADMINISTRATION OF THE OATH TO PERSONS WHO WISH TO TESTIFY**

Ms. Churney administered the oath at this time and throughout the meeting as necessary.

VII. **COMMENTS FROM THE ARCHITECTURAL COMMISSION MEMBERS**

Mr. Corey thanked the Town Council for moving forward with Code Reform. He suggested that the reform begin with the R-B District, if possible. He thought some small changes could be made sooner rather than later, particularly with an immediate reduction CCR in the R-B District.

Ms. Grace requested the addition of the architectural firm to each project on any future agendas.

VIII. **PROJECT REVIEW**

A. CONSENT AGENDA OF MINOR PROJECTS

1. **ARC-22-034 225 WORTH AVE.** The applicant, 225 Worth Avenue Holdings LLC, has filed an application requesting Architectural Commission review and approval for modifications to the exterior storefront including window glazing and awnings.

   This item was pulled from consent and was not approved with the consent agenda.

2. **ARC-22-048 200 BRADLEY PL, STE. 401** The applicant, Gary Davis, has filed an application requesting Architectural Commission review and approval for the replacement of existing balcony rail with a new aluminum railing.

   This item was pulled from consent and was not approved with the consent agenda.

3. **ARC-22-070 358 SEASPRAY AVE.** The applicant, Richard J Allison, has filed an application requesting Architectural Commission review and approval for a roof material change on a single-family residence.

This item was pulled from consent and was not approved with the consent agenda.

4. **ARC-22-076 (ZON-22-052) 425 WORTH AVE., PH-B (COMBO)** The applicant, Mary Randolph Ballinger, has filed an application requesting Architectural Commission review and approval for a 58 SF addition to an existing penthouse, requiring special exception with site plan review and variances for height and setback. Town Council will review the variance portion of the application.

5. **ARC-22-079 161 E INLET DR.** The applicant, Richard & Elizabeth Bauer, has filed an application requesting Architectural Commission review and approval for modifications to an existing residence, addition of a rear loggia, landscape, and hardscape revisions.

6. **ARC-22-092 213 PARK AVE.** The applicant, 213 Park Ave LLC (Carla Turco Kipiani, Manager), has filed an application requesting Architectural Commission review and approval for a like for like replacement of a roof on a single-family residence.

   This item was pulled from consent and was not approved with the consent agenda.

7. **ARC-22-101 249 WORTH AVE.** The applicant, Holbrook Real Estate, LLC. (Jane Holzer), has filed an application requesting Architectural Commission review and approval for storefront alterations to an existing commercial space.

   Please note: This item was moved to Minor Projects – New Business at Item V., Approval of the Agenda.

8. **ARC-22-103 200 CLARKE AVE.** The applicant, Francine C Purcell Trust, has filed an application requesting Architectural Commission review and approval for a renovation to an existing two-story residence including a new barrel tile roof, backyard loggia and exterior stairs.

   Motion made by Mr. Corey and seconded by Mr. Karakul to approve the consent agenda as amended. Motion carried unanimously, 7-0. P*lease note: This approval did not include the following projects: ARC-22-034, 225 Worth Avenue, ARC-22-048, 200 Bradley Avenue, ARC-22-070, 358 Seaspray Avenue, ARC-22-092, 213 Park Avenue and ARC-22-101, 249 Worth Avenue.*

B. DEMOLITIONS AND TIME EXTENSIONS

None

C. MAJOR PROJECTS – OLD BUSINESS

1. **B-065-2021 7 OCEAN LN.** The applicant, 7 Ocean Lane LLC, has filed an application requesting Architectural Commission review and approval for the construction of a new two-story residence with pool, hardscape, and landscape on a vacant site.

   Mr. Hodges provided staff comments on the project.

   Call for disclosure of ex parte communication: Disclosure by several members.

   Rafael Portuondo, Portuondo Perotti Architects, presented the architectural plans proposed for the new residence.

   Mr. Corey thought the home's style worked very well in the area. He questioned the reduction of the pool. Mr. Portuondo responded. Mr. Corey liked the horizontal muntins and the railing style. Mr. Corey thought there was some opportunities to pull the symmetry in through the interior of the house.

   Mr. Connaughton thought the details of the house were not consistent with the style of the home. She thought more cohesion in the style was needed.

   Ms. Grace appreciated the move toward a more classical style; however, she thought the design missed the mark of being classical. She questioned whether the design fit into Palm Beach. She thought the style was a bit heavy and the details were confusing. She recommended a reduction in fenestration on the east side of the home. She also questioned the tree line to the south and wondered if the design relied too much on the neighbor's plantings.

   Mr. Karakul asked about the revision to the garage entrance. Mr. Portuondo responded. Mr. Karakul thought the overall design was coming together. However, he had concerns about the landscaping and recommended carrying the scale across the front of the property, especially on the north side of the property. Mr. Portuondo responded. Mr. Karakul inquired about the material for the site walls. Mr. Portuondo responded.

   Mr. Floersheimer thought the changes in style were heading in the right direction. He expressed concern for the height and placement of the proposed home. He worried that it would appear massive on the street. He also thought the landscaping on the west side could be lusher.

   Ms. Shiverick always thought a lighter house on this lot would be nicer than the proposed. She thought the proposed home looked like a fortress. She did not like the lack of open spaces in the design. She also thought the details felt applied and contrived. She did not believe this home was befitting in the north end. She also agreed that more landscaping was needed on the west elevation.

Mr. Kirchhoff was in favor of the home. He thought the scale was appropriate and the details were nice. He questioned the center bay of the west façade. He thought more landscaping on the west side would be beneficial.

Mr. Smith thought the design was successful. He thought it was the most successful design for the property he had seen.

Mr. Smith called for public comment.

Caren Marder, 1 Ocean Lane, expressed concern for the entrance to the home, which was located next to the beach easement. She believed the entrance would pose a danger to the pedestrian traffic. She thought the design was too heavy for the area and the home was too tall.

Dr. Gary Marder, 1 Ocean Lane, stated he agreed with the Commissioners. He thought the pool was still too large and the green space in the rear was lacking. He thought the house was too large for the property.

Mr. Portuondo addressed the comments made by the Commissioners and advocated for the design.

Motion made by Ms. Grace and seconded by Ms. Shiverick to defer the project for one month, to the June 29, 2022 meeting, to address the comments of the Commissioners. Motion carried 4-3, with Messrs. Sammons, Kirchhoff, and Smith dissenting.

2. **ARC-21-080 757 ISLAND DR.** The applicant, 757 Island Drive LLC, has filed an application requesting Architectural Commission review and approval of a new two-story residence designed in the Art Moderne style containing 13,000 SF and with new landscaping and hardscape.

Mr. Hodges provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members. *Please note: Mr. Sammons declared a conflict of interest for the project and left the room during the discussion of the project.*

Daniel Menard, LaBerge & Menard, Inc., presented the architectural modifications proposed for the new residence.

Ms. Grace thought the changes were positive and the entrance was much better.

Ms. Connaughton thought the style of the home would be amazing in the location. She inquired about design of the middle portion of the home. Mr. Menard responded. A short discussion ensued about the middle section of the home. She thought the middle section needed to have more study. She liked

the new front door. She also expressed concern for the window to wall portion on the second floor, front elevation.

Mr. Karakul thought the design was successful. He thought the house would be a nice contribution and fit nicely on the site. He inquired about the reduction in height. Mr. Menard responded. Mr. Karakul questioned whether the reduction was necessary.

Mr. Corey inquired if any changes were made to the north wing. Mr. Menard stated that no changes had been made since the last presentation. Mr. Corey thought that the north wing should be subservient and reduced in volume. He thought the project was too massive and too dissimilar in its size. He was in favor of the landscaping and the rest of the project.

Ms. Shiverick thought the changes were successful. She agreed with Mr. Karakul and did not believe the reduction in height was necessary. She stated she still struggled with the north side and wondered if the mass could be broken up on that end. She liked the rest of the home.

Mr. Floersheimer thought the professional had done a nice job in listening to the Commissioners comments. He was in favor of the project.

Mr. Kirchhoff thought the project had come a long way and was in favor of the style. He wondered if the curves on the center piece was significant enough and thought the north wing of the home was too heavy.

Mr. Smith was in favor of the changes and stated he could support the project.

Mr. Smith called for public comment. No one indicated a desire to speak.

Motion made by Mr. Karakul and seconded by Ms. Shiverick to approve the project as presented. Motion carried 5-2, with Messrs. Corey and Kirchhoff dissenting.

3. **ARC-22-001 (ZON-22-033) 108 EL MIRASOL (COMBO)** The applicant, ANK Palm Beach LLC (Anand "Andy" Khubani, Managing Member), has filed an application requesting Architectural Commission review and approval of a new two-story residence designed in Contemporary Classicism style containing 15,446 SF and a 6,750 SF below grade basement/parking garage, and landscaping. Town Council to review the variance portion of the application.

   Please note: This item was deferred to the June 29, 2022 meeting at Item V., Approval of the Agenda.

4. **ARC-22-029 411 BRAZILIAN AVE.** The applicant, Holy Union PB Limited (Sean Sheridan), has filed an application requesting Architectural Commission

review and approval for the construction of a new approximately 3700 SF two story residence designed in a mix of modern and classical style architecture.

Please note: This item was deferred to the June 29, 2022 meeting at Item V., Approval of the Agenda.

5. **ARC-22-032 (ZON-22-017) 1237 N LAKE WAY (COMBO)** The applicant, Frank H. Pearl and Geryl T. Pearl, has filed an application requesting Architectural Commission review and approval for construction of a new 5800 SF two story residence and two-story accessory structure in the modern/classical style of architecture including variances for a two-story accessory structure to replace an existing two-story residence to be demolished. The variance portion of the application will be reviewed by Town Council.

   Mr. Hodges provided staff comments on the project.

   Call for disclosure of ex parte communication: Disclosure by several members.

   Maura Ziska, attorney for the applicant, provided an explanation of the requested variances and advocated for a positive recommendation to the Town Council.

   Patrick Segraves, SKA Architect + Planner, presented the architectural modifications proposed for the new residence.

   Keith Williams, Nievera Williams Design, stated that there had been no changes to the landscape and hardscape plans since the last presentation.

   Mr. Smith called for public comment. No one indicated a desire to speak.

   Mr. Karakul thought the scale and hierarchy of the windows were better. He questioned the front entrance design and thought it could use some work. However, overall, he thought the changes were successful.

   Ms. Shiverick asked Mr. Segraves to provide further explanation of the variance request. Mr. Segraves responded.

   Mr. Kirchhoff thought the changes were good and added he liked the new alternate entry sketch. He questioned the height of the garage doors; he thought they were too tall and not wide enough. He questioned the first-floor transom windows and thought they looked too tall.

   Mr. Corey agreed with Mr. Kirchhoff's comments on the fenestration. He asked about the headers over the doors on the west elevation. He also inquired about the bay window on the north elevation. Mr. Segraves responded. Mr.

Corey thought the fenestration on the second floor worked well but questioned the fenestration on the first floor.

Mr. Floersheimer thought there was too much glass on the west elevation of the main house. He also thought the size of the house was a bit too large for the site.

Mr. Corey questioned the variance for the second floor.

Ms. Grace was in favor of the new front door. She agreed with Mr. Floersheimer that the house was too large for the site. She also questioned the fenestration proposed.

Motion made by Ms. Shiverick and seconded by Ms. Grace that the implementation of the proposed variance for the second story will cause negative architectural impact to the subject property. Motion carried 4-3, with Messrs. Kirchhoff, Sammons and Smith opposed.

Motion made by Ms. Shiverick and seconded by Ms. Grace that the implementation of the proposed variance, which addressed the point of measurement, will not cause negative architectural impact to the subject property. Motion carried unanimously, 7-0.

Motion made by Mr. Corey and seconded by Ms. Grace to defer the project for one month, to the June 29, 2022 meeting, to address the comments of the Commission. Motion carried unanimously, 7-0.

Discussion ensued about the motion and how the project should return to the Commission.

6. **B-063-2021 280 VIA MARILA** Demolition of an existing two-story structure. Proposal of a new two-story residence with rear facing two-car garage, new pool, hardscape, and landscape.

Mr. Hodges provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members.

Robert Pilla, Wadia Associates, presented the architectural modifications proposed for the new residence.

Mr. Smith called for public comment. No one indicated a desire to speak.

Ms. Grace inquired if the hardscape had been reduced in the rear of the property. Mr. Pilla responded.

Mr. Corey thought the design of the home was good for this location and was well executed. Mr. Corey inquired about the height of the home. Mr. Pilla responded. Mr. Corey expressed concern for the massing of the home from the street. He recommended lowering the first floor while keeping the second floor the same.

Mr. Karakul thought the professional listened to the Commissioners comments and was supportive of the project.

Motion made by Mr. Karakul and seconded by Ms. Shiverick to approve the project as presented. Motion carried unanimously, 7-0.

7. **ARC-21-038 (ZON-21-002) 218 ROYAL PALM WAY (COMBO)** The applicant, 218 Holdings LLC (Susan Hudson, Manager) has filed an application requesting Architectural Commission review and approval for the expansion of a third floor to an existing three-story building including variances from the parking, generator and wall height, and setback requirements. Town Council shall review the variance portion of the application. The application will require special exception and site plan reviewed by Town Council.

   Please note: This item was deferred to the June 29, 2022 meeting at Item V., Approval of the Agenda.

8. **ARC-21-040 (ZON-21-006) 164 SEASPRAY AVE (COMBO) – VARIANCES** The applicant, Hayati Banastey, has filed an application requesting Architectural Commission review and approval for the construction of a new two-story home designed in the Classical Style and related site improvements, including variances for side yard setbacks as they pertain to the new residence on a nonconforming lot. Town Council shall review the variance portion of the application. The application will require special exception and site plan reviewed by Town Council.

   Mr. Hodges provided staff comments on the project.

   Call for disclosure of ex parte communication: Disclosure by several members.

   Patrick Segraves, SKA Architect + Planner, presented the architectural modifications proposed for the new residence.

   Dustin Mizell, Environment Design Group, presented the landscape and hardscape changes proposed for the site.

   Mr. Smith called for public comment. No one indicated a desire to speak.

   Mr. Corey thought the site plan improvements were appreciated. He thought the changes to the roof was successful. He added that he supported the project

and thought the project would add charm to the area. He questioned the pediment on the west elevation and thought the detail should return to the Commission. He also questioned the double banding around the home and wondered if there was a detailed section of the banding. Mr. Segraves stated he could return with the detail of the banding.

Ms. Grace liked the changes in the site plan. She inquired if the height of the home was the same as the existing home. Mr. Segraves responded it was the same height. Ms. Grace inquired about the material for the driveway. Mr. Mizell responded. Ms. Grace wondered if there was more opportunity for grass along the entrance pathway. Mr. Mizell responded.

Mr. Kirchhoff thought the changes with the landscape and entryway were successful. He recommended providing a detail of the banding at the mid-height. Mr. Kirchhoff questioned the corner boards on the first floor and recommended that they are mitered, like the ones on the second floor.

Ms. Shiverick liked the changes and agreed with Mr. Kirchhoff's suggestion to miter the shingles on the first floor. Ms. Shiverick inquired about the pediment over the box bay on the west elevation. Mr. Segraves responded. Ms. Shiverick wondered if the professional would consider shingles. Mr. Segraves further explained the design.

Ms. Connaughton thought many of the changes were successful. She echoed the comments about the box detail between the two floors as well as the pediment over the door. She supported a larger loggia.

Mr. Smith asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Segraves agreed to the easement.

Motion made by Mr. Corey and seconded by Mr. Karakul to approve the project as presented with the following details to the return to the June 29, 2022 meeting: the mid-banding around the home as well as the front door pediment. Carried 6-1, with Mr. Sammons opposed. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

9. **<u>ARC-22-026 170 N OCEAN BLVD.</u>** The applicant, The Condominium Association of Ocean Towers, Inc., has filed an application requesting Architectural Commission review and approval for the installation of a metal railing along the entirety of an existing rooftop penthouse terrace/balcony.

Mr. Hodges provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members.

Roger Janssen, Dailey Janssen Architects, presented the architectural plans for the proposed railings for the existing building.

Mr. Smith called for public comment. No one indicated a desire to speak.

Mr. Floersheimer was in favor of the design and thought it was like the Sun and Surf building, which was near the project. He stated he would support the changes.

Mr. Karakul inquired about the color proposed for the building. Mr. Janssen responded and stated the building would be painted soon with the railing approval. Mr. Karakul stated that the railings were shown to be set back but wondered about the exact location of the railings. Mr. Janssen responded. Mr. Karakul expressed concern for the mechanical equipment that was not adequately screened. He encouraged the owners to screen the equipment.

Mr. Corey liked the railing design but was not in favor of the railing for this building. He thought the breezeblock design could be modified for the building.

Ms. Grace confirmed that the proposal was for the top floor only. Mr. Janssen responded. She was in favor of the railing but wished the proposed would reflect the historical railing.

Ms. Shiverick inquired about the whether the owners accepted the change in the proposed top railing. Mr. Janssen responded.

Ms. Connaughton agreed with the other Commissioners. She was in favor of the railing but wished the design related to the historic railing.

Mr. Kirchhoff stated he would be willing to support the proposed railing but wished the railing related to the historic railing.

Motion made by Ms. Shiverick and seconded by Mr. Kirchhoff to approve the proposed railing for the seventh floor only. Motion carried 5-2, with Ms. Grace and Mr. Corey opposed.

Please note: The Commission took a short break at 10:51 a.m. The meeting resumed at 11:05 a.m.

10. **ARC-22-040 (ZON-22-037) 60-70 BLOSSOM WAY (COMBO)** The applicant, Blossom Way Holdings LLC, and Providencia Partners LLC (Maura Ziska, Authorized Representative), has filed an application requesting Architectural Commission review and approval for construction of a combined

50,000+ sq. ft two-story main house and two-story guest house with associated hardscape, landscape and site improvements. Town Council will perform Site Plan Review for the installation of a generator.

Please note: This item was deferred to the June 29, 2022 meeting at Item V., Approval of the Agenda.

11. **ARC-22-053 1020 N. LAKE WAY** The applicant, Three Palm Trees LLC (Mr. and Mrs. Warren Kanders), has filed an application requesting Architectural Commission review and approval of a new two-story residence designed in a Neo-Classical architectural style containing approximately 9,352 SF of enclosed area, with related landscape and hardscape improvements and the renovation of an existing pool.

    Please note: This item was deferred to the June 29, 2022 meeting at Item V., Approval of the Agenda.

12. **ARC-22-054 (ZON-22-044) 333 SUNSET AVE. (COMBO)** The applicant, Royal Poinciana South LLC (Arthur Pergament), has filed an application requesting Architectural Commission review and approval for renovations and additions to an existing 7-story apartment building, including landscaping, hardscaping, new accessory structures, changes to the lobby level and additions to the penthouse, requiring Special Exception with Site Plan Review and Variances from height, lot coverage, and setbacks. Town Council will perform review of the Special Exception, Site Plan Review and Variances.

    Mr. Hodges provided staff comments on the project.

    Call for disclosure of ex parte communication: Disclosure by Ms. Connaughton and Messrs. Martin and Floersheimer.

    Natalia Livian, Wannemacher Jensen Architects, Inc., presented the architectural plans proposed for the renovation to the existing condominium.

    Dante Cornish, KWD Landscape Architecture, presented the landscape and hardscape plans for the site. He also presented material samples.

    Ms. Livian passed around a material sample board.

    Mr. Smith called for public comment. No one indicated a desire to speak.

    Ms. Grace inquired about the variance related to the pool area. Ms. Livian responded and stated the landscape would block the pool equipment. Ms. Grace inquired if the equipment would be heard. Mr. Cornish responded and explained the proposed area for the mechanical equipment. Ms. Grace inquired about the color for the windows. Ms. Livian responded. Ms. Grace stated she

preferred the white windows. Ms. Grace inquired about the new retail space and the windows in this area. Ms. Livian responded and explained the area.

Mr. Corey inquired about the color of the existing, first floor windows. Ms. Livian responded. Mr. Corey stated he had concerns with the project, especially the changes to some of the building and overall style. He appreciated the addition of greenspace on the site. His main concerns were the bronze materials and front entrance changes. He recommended cleaning up the existing style and pulling it though the rest of the building.

Mr. Sammons recommended lightening the color palate. He also was not convinced that the black and white color palate would be successful.

Ms. Shiverick thought the improvements were nice. She thought if everything was white, the transition of the changes would be successful. She was not in favor of the bronze color in the Porte cochère.

Mr. Karakul accepted the windows in the front entrance in bronze. However, he thought the columns needed to be cleaned up. Ms. Livian explained the design of the columns. He questioned whether the design was successful. He also was not in favor of the bronze color for the remainder of the building. He thought it was important that the lighting was subtle.

Ms. Connaughton thought the details in the design felt out of place, particularly for Palm Beach. She recommended investigating the columns as she was not in favor of the new column design. She also was not in favor of the dark aluminum.

Mr. Kirchhoff was in favor of the changes, especially with the pool area. He supported the bronze windows but recommended changing them all to white. He questioned the design of the Porte cochère.

Mr. Floersheimer inquired if a railing was required for the entrance feature. Ms. Livian showed a rendering of the proposed railings. Mr. Floersheimer inquired about the height of the pergola. Ms. Livian responded. Mr. Floersheimer asked about the greenspace calculations. Mr. Cornish responded.

Arthur Pergament, owner, addressed questions related to the site and greenspace.

Mr. Floersheimer was not in favor of the column design at the entrance and recommended using a different material.

Mr. Pergament addressed the comments made by the Commissioners.

Ms. Grace inquired about the parking structures and the proposed screening of the structures. Mr. Cornish responded.

Motion made by Mr. Sammons and seconded by Mr. Kirchhoff to approve the project as presented with the following conditions: the paving shall be lightened and reduced, new shade trees shall be introduced in the traffic islands, and the windows and metal shall be white in color. Motion carried 5-2, with Messrs. Corey and Karakul dissenting.

Motion made by Ms. Shiverick and seconded by Mr. Karakul that implementation of the proposed variances will not cause negative architectural impact to the subject property. Motion carried 6-1, with Mr. Corey opposed.

13. **ARC-22-075 301 POLMER PARK RD., LOT B** The applicant, 301 Polmer Park LLC (Richard True, Managing Member) has filed an application requesting Architectural Commission review and approval for a new two-story residence with landscape, hardscape, and pool.

    Mr. Hodges provided staff comments on the project.

    Call for disclosure of ex parte communication: Disclosure by several members.

    Kevin Asbacher, Asbacher Architecture, Inc., presented the architectural modifications proposed for the new residence.

    Mr. Smith called for public comment.

    M. Timothy Hanlon, attorney representing the remainder of the neighbors on Polmer Park Road, expressed objections to the proposed project.

    Robert Fromer, 340 Polmer Park Road, expressed his objections to the proposed home.

    Darrell Ross, 300 Polmer Park Road, expressed his objections to the proposed home.

    Maura Ziska, attorney for the applicant, stated that the objections to the project were not in the purview of the Commission and the application was properly before the board.

    Ms. Grace thought it was important during code reform to look at lot sizes. She thought a Regency style home would be most appropriate for this lot. She thought the two-story portion should be changed to one story. She inquired about the changes to the home from the last presentation, particularly on the south elevation. Mr. Asbacher responded. She also questioned the fenestration in the courtyard and thought it should be more in the Regency style.

Mr. Corey understood the neighbors' concerns. He thought the column details were in keeping with the other homes on the street. He thought the home was well designed and proportioned. He supported the project.

Mr. Sammons thought the style of the house was a Regency. He questioned the proportion of the fenestration and thought it needed some restudy. He recommended removing the false chimney. He thought the details were good.

Motion made by Ms. Shiverick and seconded by Ms. Grace to defer the project, for one month, to the June 29, 2022 meeting for a restudy of the fenestration and the doors in the courtyard. Motion carried 6-1, with Mr. Corey opposed.

14. **ARC-22-086 (ZON-22-059) 2219 IBIS ISLE RD. (COMBO)** The applicant, GLOBAL ONE INVESTMENT GROUP LLC (Alfredo Borges), has filed an application requesting Architectural Commission review and approval for the construction of a new two-story residence designed in the Cape Dutch style containing 4100 SF and with new landscaping and hardscape on vacant site. Town Council will review the site plan review portion of the application.

    Mr. Hodges provided staff comments on the project.

    Call for disclosure of ex parte communication: Disclosure by several members.

    Patrick Segraves, SKA Architect + Planner, presented the architectural modifications proposed for the new residence.

    Cory Meyer, Nievera Williams Design, stated that there had been no changes to the landscape and hardscape plans.

    Mr. Smith called for public comment. No one indicated a desire to speak.

    Ms. Grace thought the changes were positive and the proportions were better. She still thought the home was a bit tall. Mr. Segraves thought the home looked taller than it would appear. He discussed the height calculations.

    Mr. Karakul thought the home was interesting, but the changes took away the interest in the home. He thought the home was ordinary.

    Mr. Corey thought the landscape plan was well done. He agreed that the house was a bit vertical. He also agreed that the water side of the home was a bit ordinary. However, he thought the home would be a good addition and supported the project.

    Mr. Kirchhoff expressed concern for the massing of the home. He questioned the added detail.

Ms. Connaughton agreed a bit with Mr. Karakul. She was in favor of the double gable. She also questioned the massing in the front of the home and agreed that the fenestration was nicer in the previous proposal.

Ms. Grace was supportive of the additional wall space with the gang windows.

Ms. Connaughton liked the open, center bay window versus the two side bays which appeared more solid.

Mr. Smith asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Segraves agreed to the easement.

Motion made by Ms. Grace and seconded by Mr. Karakul to defer the project, for one month, to the June 29, 2022 meeting for a restudy of the fenestration and the doors in the courtyard. Motion carried unanimously, 7-0.

15. **ARC-22-091 256 MOCKINGBIRD TR.** The applicant, M2B Properties LLC, has filed an application requesting Architectural Commission review and approval for the construction of a new single-family residence designed in a "Cottage" style, with associated pool, hardscape, and landscape improvements.

Mr. Hodges provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members.

Gregory Palmer, Harrison Design, presented the architectural modifications proposed for the new residence. He stated that there had been no changes to the landscape and hardscape plans.

Mr. Smith asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Palmer agreed to the easement.

Ms. Shiverick inquired about the reduction in height of the family room. Mr. Palmer responded. Ms. Shiverick inquired about the front door. Mr. Palmer responded. She wondered if a wood door would be more appropriate.

Ms. Grace was in favor of the transom windows. She thought the home was tight on the lot, compared to the other neighboring homes.

Mr. Corey thought the home was successful. He was in favor of the previous height of the family room but liked the removal of the transom windows. He liked Ms. Shiverick's suggestion of a wood door.

Mr. Sammons commented on the lowering of the family room roof and the window proportions. He thought the house was lovely.

Mr. Karakul agreed with Ms. Shiverick; he liked the previous height of the family room and the recommendation of the wood door.

Mr. Kirchhoff liked the previous height of the family room. He thought there was issues in the entry and provided some suggestions for this area.

Ms. Connaughton liked Mr. Kirchhoff's suggestion of the front entrance. She provided some suggestion for separation of the transom and shutters.

Motion made by Mr. Karakul and seconded by Mr. Corey to approve the project as presented with the following details to return to the June 29, 2022 meeting: the entryway shall be restudied with the material change to the front door to wood, and the height of the family room shall be raised. Motion carried unanimously, 7-0.

D. MAJOR PROJECTS – NEW BUSINESS

1. **ARC-22-043 (ZON-22-073) 143 REEF RD. (COMBO)** The applicant, John K. Criddle, has filed an application requesting Architectural Commission review and approval for the construction of a new two-story residence with associated landscape and hardscape, with variances to exceed maximum amount of fill and to exceed maximum allowed Cubic Content Ratio (CCR). Town Council will review the variance portion of the application.

   Ms. Pardue provided staff comments on the project.

   Call for disclosure of ex parte communication: Disclosure by several members. *Please note: Mr. Martin declared a conflict of interest for the project and left the room during the discussion of the project.*

   Roger Janssen, Dailey Janssen Architects, presented the architectural plans proposed for the new residence.

   Dustin Mizell, Environment Design Group, presented the landscape and hardscape plans proposed for the site.

   Ms. Shiverick thought this type of home was appearing more on the north end and questioned if the style fit into the area. She did not believe it complemented the area. She also thought the home was too large for the lot. She also questioned the hardship for the variance. She also questioned the garage design. Mr. Janssen responded.

Mr. Floersheimer expressed concern for the scale and mass of the proposed home. He asked to see a cross section of the lot, particularly relating to the neighbors' properties. Mr. Janssen responded. Mr. Floersheimer inquired about a wall around the property to assist with drainage. Mr. Janssen responded. Mr. Floersheimer was concerned with the amount of fill to be used.

Mr. Corey thought the home would fit in to the area and was a nice home. He did express issue with the variances requested; he explained his issues and stated he could not support the variances.

Mr. Sammons thought the style was a bit overdone. He was in favor of the courtyard in front of the property. He questioned the proportions of the fenestration and materials.

Ms. Grace agreed with Ms. Shiverick about the size of the home and how it would fit into the area. She discussed the requirement for fill on the lot and how new home designs could include steps and grading rather than only using fill to raise the home.

Mr. Kirchhoff liked the courtyard design but wondered if it separated the home from the street and made the home feel more massive. He recommended exposing the front door to the street. He questioned the proposed gable design and thought a more traditional gable would be appropriate.

Mr. Karakul was in favor of the home and courtyard in design. He was supportive of the home. He thought the variance was a bigger discussion.

Ms. Connaughton thought this style fit into the area. She also understood the desire to raise the home. She liked the entry courtyard and thought there was an opportunity to raise this portion of the home. She did not believe the home would appear massive from the street.

Mr. Smith thought the variances were self-imposed; he thought if the variances were important, the size of the home should be reduced.

Mr. Smith called for public comment.

Franny Frisbie, owner, discussed the intentions of the proposed home and the grade in which they are proposing to build the home.

Ms. Grace addressed her comments about fill and reminded the Commission of alternate ways to address the increase in height.

Bill Metzger, 277 Esplanade Way, discussed elevating homes and the alternative solutions to raising a home.

Motion made by Ms. Shiverick and seconded by Mr. Corey to defer the project for one month, to the June 29, 2022 meeting, to address the Commissioners' comments as well as exploring alternate ways to raise the home. Motion carried 6-1, with Mr. Karakul dissenting.

Please note: The Commission took a lunch break at 1:02 p.m. The meeting resumed at 2:00 p.m.

2. **ARC-22-063 (ZON-22-046) 1160 N. OCEAN BLVD. (COMBO)** The applicant, Paul & Cythlen Maddock, has filed an application requesting Architectural Commission review and approval for the construction of a new 500 SF beach cabana in the BA zoning district. The application will require Special Exception with Site Plan Review by Town Council.

Mr. Hodges provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members.

Conner Peede, Architect, presented the architectural plans proposed for the new beach cabana. He also touched on the landscape and hardscape proposed for the site.

Mr. Smith asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Peede agreed to the easement.

Mr. Smith called for public comment.

Tom Maloney, neighbor, offered his support for the project. He thought the question for the Commission was whether it was acceptable to split the vista.

Mr. Corey thought the beach house was fitting for the area but questioned the size of the house. He thought it was too big for the area and recommended that it be reduced in size. He also thought there was too much hardscape proposed. He recommended making the cabana part of the dune.

Ms. Grace also thought the cabana was too large. She questioned the amount of fenestration proposed. She recommended reducing the hardscape around the area.

Mr. Floersheimer agreed with Mr. Corey. He thought the cabana was too large and had too much hardscape. He also recommended moving the cabana to the north end of the property.

Ms. Shiverick agreed with Mr. Floersheimer about the rhythm of the cabanas and recommended moving the cabana to the north. She also thought the

cabana was too simple. She recommended adding some banding under the eaves. Mr. Peede responded. She also recommended adding more detail around the windows.

Mr. Peede explained the need for the additional hardscape.

Mr. Floersheimer recommended softening the hardscape.

Motion made by Mr. Corey and seconded by Mr. Kirchhoff to defer the project, for one month, to the June 29, 2022 meeting to address the comments of the Commission. Motion carried unanimously, 7-0.

3. **ARC-22-072 (ZON-22-083) 965 N. OCEAN BLVD. (COMBO)** The applicant, 965 North Ocean Boulevard, LLC (Matthew Sellick), has filed an application requesting Architectural Commission review and approval for the construction of a new two-story residence with a basement exceeding 10,000 sq ft with associated landscape and hardscape improvements. Site Plan Review for 150 kW generator will be performed by Town Council.

Ms. Pardue provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members.

Roger Janssen, Dailey Janssen Architects, presented the architectural plans proposed for the new residence.

Mr. Smith asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Janssen agreed to the easement.

Cory Meyer, Dailey Janssen Architects, presented the landscape and hardscape plans proposed for the site.

Mr. Smith called for public comment.

Derek Limbocker, 977 N. Ocean Blvd., discussed the issues that he has experienced with landscaping in the location. He opposed the house because it was too massive and did not fit into the area.

John Dotterrer, 1470 N. Ocean Blvd., expressed opposition to the home, particularly to its mass and height.

Joanie Goodman, 911 N. Ocean Blvd., expressed her objections to the proposed home.

Kathleen Bleznak, 960 N. Ocean Blvd, expressed her objections to the proposed home.

Ms. Grace thought the home would occupy too much of the lot, especially compared to many of the other homes on the street. Mr. Janssen responded.

Ms. Connaughton inquired about the portions of the home that were included in the site coverage calculations. Mr. Janssen responded.

Ms. Grace thought the home was very heavy, especially for the British Colonial style of the home. She thought the west elevation seemed diminutive compared to the other elevations. She questioned the brackets on the west side of the home and thought they looked heavy.

Mr. Corey thought the home was too big and out of scale. He recommended bring down the bulk of the home, restudying the outdoor spaces, and possibly separating the guest home from the main home.

Mr. Karakul thought the plan that showed the main home next to the guest home was demonstrative of how large the main house appeared. Mr. Janssen responded. Mr. Karakul recommended removing the upper covered balconies.

Mr. Floersheimer recommended placing the garage in the basement to mitigate the size of the home. He agreed with the other Commissioners' comments. He thought the professional used the landscape to their advantage.

Ms. Shiverick thought the home read as a coastal home. She thought the home and guest home needed a major reduction.

Mr. Kirchhoff inquired about the height plane measurement. Mr. Janssen responded. Mr. Kirchhoff inquired about the space between the main and guest home. Mr. Janssen responded. Mr. Kirchhoff recommended restudying many of the elements of the home and recommended a simplification of the details.

Mr. Smith thought the home was too large, even if the professional eliminated the guest home. He thought the height of the main home was too tall. Mr. Janssen responded.

A discussion ensued on what type of motion would be appropriate.

Motion made by Mr. Corey and seconded by Mr. Karakul to defer the project, for one month, to the June 29, 2022 meeting for a restudy in accordance with the comments of the Commissioners. Motion carried unanimously, 7-0.

4. **<u>ARC-22-074 (ZON-22-063) 220 ARABIAN RD. (COMBO)</u>** The applicant, Richard Carlino, has filed an application requesting Architectural Commission review and approval for the demolition of an existing one-story residence and the construction of a new two-story residence with related landscape and hardscape improvements. Town Council will review Special Exception Request with Site Plan Review portion of the application.

   Ms. Pardue provided staff comments on the project.

   Call for disclosure of ex parte communication: Disclosure by several members.

   Richard Seaberg, RS Architectural Partners, LLC, presented the architectural plans proposed for the new residence.

   Howard Ostrout, Howard F. Ostrout Jr., and Associates, LLC, presented the landscape and hardscape plans proposed for the site.

   Mr. Smith called for public comment.

   Mr. Martin though the proposed home was out of scale, related to height, scale and mass, for the neighborhood. He recommended a denial of the project.

   Ms. Shiverick agreed with Mr. Martin. She thought the proposed lacked charm. She questioned the color for the proposed home. She thought the landscaping needed to be restudied and some color added.

   Mr. Sammons did not believe the house belonged in Palm Beach.

   Ms. Grace appreciated that the proposed home looked like Florida but thought that many of the items needed to be reworked to fit into the neighborhood.

   Mr. Floersheimer inquired about a neighborhood plan in the mini sets. He requested that the professional bring back those details.

   Mr. Corey asked for the details to be included in the next submission. He thought that the landscaping should include color and shade trees. He also asked the professional to reconsider the paver material.

   Mr. Smith stated that the home did not belong in Palm Beach and recommended starting over in the design.

   Motion made by Ms. Shiverick and seconded by Mr. Karakul to deny the project, based on Section 18-205 (a) 1. Motion carried 4-3, with Messrs. Corey, Kirchhoff, and Ms. Grace dissenting.

5. **ARC-22-089 315 CLARKE AVE.** The applicant, PB Island LLC (Jean-Francois Benoist D'Etiveaud), has filed an application requesting Architectural Commission review and approval for the construction of a new two-story residence exceeding 10,000 sq ft with associated landscape and hardscape improvements.

   Ms. Pardue provided staff comments on the project.

   Call for disclosure of ex parte communication: Disclosure by several members.

   Roger Janssen, Dailey Janssen Architects, presented the architectural plans proposed for the new residence.

   Cory Meyer, Dailey Janssen Architects, presented the landscape and hardscape plans proposed for the site.

   Mr. Smith called for public comment. No one issued a desire to speak.

   Mr. Corey inquired about the setbacks. Mr. Janssen responded.

   Mr. Janssen presented an alternate roof for the west courtyard elevation.

   Mr. Corey thought the project was well executed. He thought the proposed home was worthy for the location. He appreciated the details for the home and liked the courtyard design. He questioned the second pool in the courtyard; he recommended simplifying this space. He expressed concern for the north façade and wondered if any of the neighbors weighed in on this elevation. Mr. Janssen responded. Mr. Corey recommended breaking up the space. A discussion ensued about the north elevation.

   Mr. Karakul thought the home was successful. He inquired about the piers on the front façade and wondered about the scale. Mr. Janssen responded. Mr. Karakul though the north elevation was fine and did provide relief. Mr. Karakul also thought both options for the roof in the courtyard were successful.

   Mr. Kirchhoff thought the house was successful as well. Mr. Kirchhoff inquired about the fenestration on the second floor. Mr. Janssen responded and explained the asymmetry. He questioned if the stone cladding on the entry was too heavy. He questioned the north elevation and wondered if it needed cleaned up. He also recommended changing the garage space so that it would be large enough to park two automobiles.

   Mr. Floersheimer thought the home was very well done. He questioned the size of the home and wondered if it would look too large on the lot. He also questioned the lack of parking for the large home. Mr. Janssen responded.

Ms. Shiverick agreed with Mr. Kirchhoff about the northwestern portion. She thought that area pushed the home too far to the west. She recommended providing relief to the western portion and the porch on the north elevation. Mr. Janssen responded, explained the design, and advocated for the space. Ms. Shiverick inquired about the material around the front door. Mr. Janssen responded.

Ms. Connaughton thought it was a successful design. She was in favor of the stone cladding on the front door. She also liked the western portion of the home and was in favor of the courtyard.

Ms. Grace thought the home was attractive and was in favor of the western wing. She though the front door was heavy in its design. She thought the home was extremely large.

Mr. Smith thought the home was successful. He requested that the professional not use white mortar on the roof. He asked about the awning on the north elevation. Mr. Janssen responded. Mr. Smith recommended reducing the awning size. Mr. Janssen commented on the suggestion. Mr. Smith pointed out an error on the plan versus the rendering. Mr. Smith was in favor of the tile in the courtyard.

Mr. Smith asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Janssen agreed to the easement.

Motion made by Mr. Corey and seconded by Mr. Karakul to defer the project, for one month, to the June 29, 2022 meeting to restudy the following items: north elevation, particularly the length and covered porch, and the window dimensions. Motion carried unanimously, 7-0.

6. **ARC-22-095 2270 IBIS ISLE RD.** The applicant, W Ibis Isle, LLC. (Christina Bamann) has filed an application requesting Architectural Commission review and approval for the construction of a new two-story single-family residence with related hardscape and landscape improvements.

Ms. Pardue provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by Messrs. Karakul, Martin, and Ms. Grace.

Roger Janssen, Dailey Janssen Architects, presented the architectural plans proposed for the new residence.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape plans proposed for the site.

Mr. Smith called for public comment. No one issued a desire to speak.

Mr. Sammons confirmed the shutters would be operable, to which Mr. Janssen provided confirmation.

Mr. Floersheimer wondered if the home would look out of place in the area. Mr. Janssen responded. Mr. Floersheimer questioned the scale of the fenestration. Mr. Janssen responded and explained the material choice.

Mr. Martin thought the design was good, especially the way the wings were stepped down from the center portion. He thought the design was elegant.

Mr. Corey thought the home was well designed and fit into the area. He liked the window choices on the front elevation. He also supported the landscape plan. Mr. Corey inquired about the eave depth. Mr. Janssen responded.

Ms. Grace thought the house was attractive, but she questioned the height of the fenestration. She also questioned the fenestration on the west elevation.

Mr. Karakul thought the home was attractive but questioned if it would fit into the neighborhood. He recommended adding more vertical landscaping.

Ms. Connaughton agreed with Mr. Martin and thought the design was nice. She questioned the doors on the front and rear compared to the 9 over 9 windows on the front elevation.

Mr. Shiverick agreed with Mr. Karakul and wondered if the home would fit into the neighborhood. She thought the home would be imposing. She inquired about the location of the pool to the proximity of the home. Mr. Janssen responded and explained the pool design. Ms. Shiverick also questioned the stained wood doors and windows; she recommended using white.

Mr. Kirchhoff questioned the parapet deck and questioned the need for the space.

Motion made by Ms. Grace and seconded by Mr. Sammons to defer the project for one month, to the June 29, 2022 meeting, to restudy the following items: the rear fenestration, the height of the center section of the home and using a white wood rather than the stained Mahogany. Motion carried unanimously, 7-0.

7. **ARC-22-099 (ZON-22-065) 360 EL BRILLO WAY (COMBO)** The applicant, El Brillo Way Trust u/a/d September 24, 2021 (David Klein, trustee), has filed an application requesting Architectural Commission review and approval for the construction of a new two-story residence over 10,000 sq ft including variances from the angle of vision, front setback for a pool, and

building height plane, with related sitework, landscape and hardscape improvements. Town Council will review Variance portion of the application.

Ms. Pardue provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members.

Roger Janssen, Dailey Janssen Architects, presented the architectural plans proposed for the new residence.

Jorge Sanchez, SMI Landscape Architecture, presented the landscape and hardscape plans proposed for the site.

Mr. Smith asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Janssen agreed to the easement.

Mr. Smith called for public comment.

Thomas Quick, 291 El Vedado Road, expressed his objections to the proposed home and the requested variances.

David Skok, owner, explained the design and intent of the proposed home.

Mr. Floersheimer thought the home was comparable in size for the area and it fit into the neighborhood. He expressed concern for the number of requested variances. He stated he liked the scale and innovative entry to the home.

Mr. Corey stated he could not support the variances because he thought the home could be designed without the need of the variances. He thought the courtyard was rather constrained in the design. He thought the southeast corner was too tight in plan. He thought the noise for the mechanical units should be mitigated. He recommended adding more landscaping. Mr. Janssen responded and explained the design to address some of Mr. Corey's concerns.

Mr. Kirchhoff agreed with Mr. Quick and recommended using different types of mechanical units. He also recommended moving the pool equipment closer to the pool. He liked the pool but recommended removing the requested. He also thought to remove the gable elements to eliminate the need for a variance. Mr. Kirchhoff thought the north elevation looked like a duplex because of the symmetry. Mr. Sanchez advocated for the variances.

Ms. Grace questioned the lack of prominence of the front door. She also thought a change in design would be nice since many of the previously presented homes resembled the proposed home.

Mr. Karakul thought there were good elements in the design. He was not in favor of the front façade and thought the entrance section was confusing. He also questioned the fenestration in the two sections with the terraces above. He thought the design could be refined. He also thought the variances were unnecessary. He recommended working with Mr. Quick to resolve his concerns.

Mr. Sammons questioned the size and scale of the proposed fenestration.

Ms. Shiverick agreed with Mr. Karakul's suggestion to work with the neighbors. She wondered if the house was straightened if it would relieve the design of the need for variances. Mr. Janssen responded. She also expressed concern for the front façade.

Ms. Connaughton thought the design was nice for the owners. She agreed with Mr. Sammons that the windows needed to be more consistent. Mr. Janssen responded. She provided a suggestion for the front entrance. She supported the variance for the proposed pool. She recommended turning the pool and pergola.

Mr. Martin addressed two of the requested variances and advocated for them.

Mr. Smith was not in favor of the tilting of the home. He also thought that the home could be designed within the zoning code. He questioned the front façade design.

Motion made by Mr. Corey and seconded by Mr. Karakul to defer the project, for one month, to the June 29, 2022 meeting, in accordance with the comments of the Commissioners. Motion carried unanimously, 7-0.

Please note: The Commission took a short break at 5:17 p.m. The meeting resumed at 5:23 p.m. Mr. Sammons returned at 5:28 p.m.

8. **ARC-22-102 216 SOUTHLAND RD.** The applicant, 216 Southland LLC, has filed an application requesting Architectural Commission review and approval for the demolition of an existing residence and the construction of a new two-story residence with associated hardscape and landscape.

Call for disclosure of ex parte communication: Disclosure by several members.

Michael Perry, MP Design & Architecture, Inc. presented the proposed demolition of the existing residence.

Motion made by Ms. Shiverick and seconded by Ms. Grace to approve the demolition of the existing residence as presented. Motion carried

unanimously, 7-0. *Please note: Mr. Floersheimer voted in the absence of Mr. Sammons.*

Mr. Perry presented the architectural plans proposed for the new residence.

Chris Simon, Nievera Williams Design, presented the landscape and hardscape plans proposed for the site.

Mr. Smith asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Perry agreed to the easement.

Mr. Smith called for public comment. No one indicated a desire to speak.

Ms. Grace thought the style of the home was attractive but questioned if it would fit into the neighborhood. She wondered if the home could be changed to allow for a one-story element in the front of the property. Ms. Grace inquired about the color for the wrought iron railing. Mr. Perry responded, explained the one-story design; He also stated the railing would be black.

Mr. Sammons questioned the window proportions.

Ms. Shiverick thought the home was charming. She thought the home was of a good scale and taste.

Ms. Connaughton agreed that the two-story home was acceptable in its position on the street. She thought the house was charming but thought the window proportions should be refined.

Mr. Martin stated he was not in favor of the façade lighting.

Mr. Karakul wondered if the black railing was studied. Mr. Perry responded. He was in favor of the home.

Motion made by Mr. Karakul and seconded by Ms. Shiverick to approve the project as presented with the condition that the wrought iron railings shall be white. Motion carried unanimously, 7-0.

Please note: Mr. Floersheimer left the meeting at 5:30 p.m.

9. **ARC-22-104 (ZON-22-067) 281 MONTEREY RD. (COMBO)** The applicant, Adam Demark has filed an application requesting Architectural Commission review and approval for the construction of a new two-story residence, detached one-story cabana, and related landscape and hardscape improvements.

Ms. Pardue provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Smith asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Forrest agreed to the easement.

Caroline Forrest, MHK Architecture & Planning, presented the architectural plans proposed for the new residence.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape plans proposed for the site.

Mr. Smith called for public comment.

Dean Goodman, 270 Colonial Lane, expressed his objection to the garage located on Colonial Lane.

Mr. Sammons thought the home had too many steps in it. He recommended working with the neighbor and his concerns, possibly disguising the garage in some way.

Ms. Shiverick did not believe the garage was an eyesore. She thought it was appropriate since the property had a limited use. She thought the home was attractive.

Mr. Corey thought the house was well designed. Mr. Corey inquired if there was a trellis proposed for the garage to mitigate the garage doors. He also inquired if there were any shade trees proposed for the front of the property. Mr. Corey inquired about the material for the driveway. Mr. Mizell responded with the material choice and explained the trees proposed.

Mr. Kirchhoff inquired if a hedge could be added that would screen the cars from the street. He thought the garage could be mitigated. Mr. Kirchhoff also thought there was many steps in the roof design. He thought the front entrance was a bit tall. He questioned the windows at the front entrance. He provided a suggestion for the windows in the dining room. Ms. Forrest responded and explained the design of the roof.

Ms. Grace thought the home was attractive. She was a bit concerned for the garage on Colonial Lane. She recommended changing the garage to a one car garage.

Mr. Karakul liked the home and was in favor of the steps created to mitigate the height of the roof. He wondered if there was a way to make the garage more interesting. Mr. Mizell provided a suggestion for a hedge that would solve the issue.

Ms. Connaughton thought the home was nice. She did have an issue with the stepping of the roof and wished it corresponded to the plan. She thought the screening of the garage was a good idea. She suggested the possibility of adding a second story to the garage, with a dormer and balcony, so that it appeared more residential.

Mr. Goodman raised the issue of the wall around the property; He stated the applicant's wall was located on his property. He recommended the removal of the wall, at expense of the applicant, and then planting the hedge outside of their property.

Motion made by Mr. Corey and seconded by Mr. Karakul to approve the project as presented with the condition that the hedge is added to screen the garage on Colonial Lane. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

Ms. Grace left the room at 6:20 p.m. She returned at 6:26 p.m.

10. **ARC-22-105 (ZON-22-071) 124 COCOANUT ROW (COMBO)** The applicant, Nedim Soylemez and Rebecca Ann Soylemez, has filed an application requesting Architectural Commission review and approval for the demolition of an existing two-story residence and the construction of a new two-story residence including variances from the cubic content ratio (CCR), height and overall height, with related landscape and hardscape improvements. Town Council will review the variance portion of the applications.

    Ms. Pardue provided staff comments on the project.

    Call for disclosure of ex parte communication: Disclosure by several members.

    Harold Smith, Smith and Moore Architects, presented the proposed demolition of the existing home.

    Motion made by Mr. Corey and seconded by Mr. Kirchhoff to approve the demolition as presented. Motion carried unanimously, 7-0.
    Please note: Ms. Connaughton voted in the absence of Ms. Grace.

    Maura Ziska, attorney for the applicant, provided an explanation of the variances requested and advocated for a positive recommendation to the Town Council.

Ben Sachs, Workshop/APD, presented the architectural plans proposed for the new residence.

John Lang, Lang Design Group, presented the landscape and hardscape plans proposed for the site.

Mr. Smith asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Sachs agreed to the easement.

Mr. Smith called for public comment. No one indicated a desire to speak.

Ms. Connaughton thought the entry was too wide and made a recommendation for the proportions. She provided a suggestion for the fenestration in relation to the string course. She wondered if more windows were needed in some of the elevations.

Mr. Corey thought the home was well designed. He thought the home read as a northern house rather than Palm Beach. Mr. Corey wondered if the Commission could assist the professional with the addition of a sidewalk on Cocoanut Row.

Ms. Grace asked about the Ficus trees proposed. Mr. Lang responded. Ms. Grace thought it would be a good opportunity to remove the Ficus and replace them with Sea grape trees.

Mr. Kirchhoff thought the home had been seen many times and did not believe the design was special. He thought the home needed to be restudied.

Mr. Sammons commented on the portico, the entablature, and the fenestration.

Motion made by Mr. Kirchhoff and seconded by Ms. Shiverick to defer the project for one month, to the June 29, 2022 meeting, in accordance with the comments from the Commissioners. Motion carried 6-1, with Mr. Karakul dissenting.

E. MINOR PROJECTS – OLD BUSINESS

None

F. ITEMS PULLED FROM CONSENT

1. **ARC-22-034 225 WORTH AVE.** The applicant, 225 Worth Avenue Holdings LLC, has filed an application requesting Architectural Commission review and approval for modifications to the exterior storefront including window glazing and awnings.

   Ms. Pardue provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Smith asked which Commissioner pulled the project from the consent agenda and asked them to explain their concerns.

Ms. Grace inquired about the repetitive signage proposed. She thought the store name should only be used once.

Mr. Corey agreed with Ms. Grace and recommended using the store name once over the door.

Rico Gatmaitan, Atmosphere Design Group, stated he would take the suggestion to Gucci.

Motion made by Mr. Corey and seconded by Ms. Grace to approve the project with the condition that one (1) Gucci name shall appear over the front door and the second name shall be removed. Motion carried unanimously, 7-0.

2. **ARC-22-048 200 BRADLEY PL, STE. 401** The applicant, Gary Davis, has filed an application requesting Architectural Commission review and approval for the replacement of existing balcony rail with a new aluminum railing.

Ms. Pardue provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Smith asked which Commissioner pulled the project from the consent agenda and asked them to explain their concerns.

Ms. Shiverick asked about the plan for replacing the existing railing.

Jorge Garcia, Jorge Garcia Aluminum & Fence LLC, explained the proposed replacement of the existing railing.

Ms. Shiverick stated that a few residents called her with the concern that a change was occurring without the knowledge of the building.

Mr. Garcia stated that the building had approved the replacement.

Mr. Kirchhoff inquired about the replacement.

Mr. Garcia provided further explanation.

Motion made by Ms. Shiverick and seconded by Mr. Sammons to approve the project as presented. Motion carried unanimously, 7-0.

Please note: Mr. Smith left the meeting at 6:45 p.m. Ms. Connaughton voted in his absence.

3. **ARC-22-070 358 SEASPRAY AVE.** The applicant, Richard J Allison, has filed an application requesting Architectural Commission review and approval for a roof material change on a single-family residence.

   Ms. Pardue provided staff comments on the project.

   Call for disclosure of ex parte communication: Disclosure by Messrs. Corey, Martin, and Ms. Grace.

   Mr. Sammons asked which Commissioner pulled the project from the consent agenda and asked them to explain their concerns.

   Ms. Grace inquired about the roof replacement and the portion of the roof to be replaced. She suggested a different color for the roof material.

   Richard Allison, owner, stated the entire roof would be replaced.

   John DeMatteo, Ace Pro Roofing, explained the roof replacement, the proposed color for the roof material and presented a sample of the material to be used.

   Mr. Karakul inquired about the color of the house. Mr. DeMatteo responded.

   Mr. Kirchhoff inquired if the Town had a position on using metal roof material and expressed a concern that it looked commercial. Mr. DeMatteo further explained the material to be used.

   Ms. Connaughton inquired if the material would change with the environment. Mr. DeMatteo responded.

   Mr. Corey asked Mr. Allison the reason he chose metal for his roof material. Mr. Allison responded.

   Ms. Grace inquired if there were other metal roofs in the area. Mr. Allison confirmed that there were other metal roofs and passed around a photograph to the Commissioners.

   Mr. Sammons was not concerned with the replacement since it would periodically change. He did believe a lighter colored roof would be better.

   The Commissioners discussed a potential motion for this project. Some requested photographs of the home in question.

Mr. DeMatteo showed the Commissioners photographs of the home and its relationship to the street.

Motion made by Mr. Kirchhoff and seconded by Mr. Karakul to approve the project as presented. Motion carried unanimously, 7-0.

4. **ARC-22-092 213 PARK AVE.** The applicant, 213 Park Ave LLC (Carla Turco Kipiani, Manager), has filed an application requesting Architectural Commission review and approval for a like for like replacement of a roof on a single-family residence.

   Ms. Pardue provided staff comments on the project.

   Call for disclosure of ex parte communication: No one provided any disclosures at this time.

   Ms. Grace stated she pulled the item since s-tile roof material was not generally approved in the Town.

   Mr. Corey stated if the replacement was like for like, he saw no issue.

   Mr. Sammons stated that there were different s-tile materials, and some were high quality.

   A material sample was shown to the Commissioners. Mr. Sammons confirmed the material was good.

   Motion made by Ms. Shiverick and seconded by Mr. Karakul to approve the project as presented. Motion carried 6-1, with Mr. Kirchhoff dissenting.

G. MINOR PROJECTS – NEW BUSINESS

1. **ARC-22-101 249 WORTH AVE.** The applicant, Holbrook Real Estate, LLC. (Jane Holzer), has filed an application requesting Architectural Commission review and approval for storefront alterations to an existing commercial space.

   Mr. Hodges provided staff comments on the project.

   Call for disclosure of ex parte communication: Disclosure by several members.

   Mary Langan, Architect for David Yurman, introduced the project.

   Please note: Mr. Sammons declared a conflict of interest for the project and left the room during the discussion of the project. Mr. Martin voted in the absence of Mr. Sammons.

Mr. Langan reviewed the proposed changes and provided details of the project.

Mr. Grace inquired if there were restrictions on the number of times a name could be printed on the signage. Ms. Langan responded.

Ms. Shiverick expressed concern for the rose gold material and the fluted granite proposed. She believed the materials were too dissimilar for Worth Avenue. She wondered if David Yurman would consider different materials.

Mr. Corey inquired about the light proposed to be placed in the cornice. Ms. Langan stated the light was an existing light. Mr. Corey inquired about the color of the light and expressed concern for the 4,000K proposed.

Ms. Grace was concerned for the fluted granite.

Ms. Shiverick wondered if the rose gold could be changed to an antique brass.

Mr. Langan stated that the rose gold was being used in the branding for David Yurman.

Mr. Karakul was a bit concerned about the fluted granite but thought the materials were good.

Mr. Corey was supportive of the project but wanted to make sure the lighting was not more than 3000K in color.

Mr. Langan stated the existing light was fluorescent and they would be replacing it with LED lighting.

Ms. Connaughton wondered how the other Commissioners felt about a new opening in the Via. The consensus of the Commissioners was in favor of the opening. Ms. Connaughton wondered if the building was a landmarked building. Ms. Pardue responded.

Ms. Shiverick did not believe David Yurman would change the materials if it was part of the branding. Ms. Grace disagreed and did not believe the materials were cohesive with the street.

A discussion ensued about the potential motion.

Motion made by Mr. Corey and seconded by Ms. Grace to defer the project for one month, to the June 29, 2022 meeting, with the direction for the professional to research whether different materials could be used as well as the specifications on the choice of lighting. Motion carried unanimously, 7-0.

Mr. Karakul recommended returning with material samples at the next meeting.

IX. **UNSCHEDULED ITEMS (3 MINUTE LIMIT PLEASE)**

1. Public
   There were no comments heard at this time.

2. Staff
   Ms. Churney stated that Thomas Kirchhoff declared a conflict for a project at 147 Seabreeze Avenue at the April 27, 2022 meeting and had correctly completed the 8B form in accordance with State Law.

   Ms. Churney stated that Elizabeth Connaughton declared a continuing conflict for a project at 220 Brazilian Avenue at the April 27, 2022 meeting and had correctly completed the 8B form in accordance with State Law.

3. Commission
   There were no comments heard at this time.

X. **NEXT MEETING DATE:** Wednesday, June 29, 2022

XI. **ADJOURNMENT**

Motion made by Mr. Corey and seconded by Mr. Karakul adjourn the meeting at 7:09 p.m. on Wednesday, May 25, 2022. Motion carried unanimously, 7-0.

The next meeting will be held on Wednesday, June 29, 2022 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S. County Road.

Respectfully Submitted,

Jeffrey W. Smith, Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Resolutions

Agenda Title
RESOLUTION NO. 069-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFP No. 2022-04, Historic Preservation Consulting Services to Murphy Stillings LLC in the Annual Amount of $100,000 and a Proposed Five-Year Budget of $500,000 Contingent Upon Satisfactory Performance and Budget Authorization.

Presenter
Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- **Memorandum dated May 31, 2022 from Dean Mealy, Procurement and Contract Manager**
- **Resolution No. 069-2022**
- **Scope of Work**
- **Evaluation Committee Scoring**
- **Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO

RE: Approve the Award of RFP No. 2022-04, Historic Preservation Consulting Services to Murphy Stillings LLC in the Annual Amount of $100,000 and a Proposed Five-Year Budget of $500,000 Contingent Upon Satisfactory Performance - **Resolution No. 069-2022**

DATE: May 31, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve the Award of RFP No. 2022-04, Historic Preservation Consulting Services to Murphy Stillings in the Annual Amount of $100,000 and a Proposed Five-Year Proposed Budget of $500,000 Contingent Upon Satisfactory Performance and Budget Authorization.

GENERAL INFORMATION

The existing contract for Historic Preservation Consulting Services has no additional options for renewal. PZB indicated a continued use for these services.

Anticipated work includes providing landmark/historic preservation consultant services to the Town of Palm Beach through the Planning, Zoning and Building Department. The specific types of services that will and may be required are detailed in the scope below. Performing these services will require skills in effectively working with a wide range of groups of stakeholders, including property owners, Town staff, the Landmarks Preservation Commission, Town Council, and local advocates and advocacy groups. Furthermore, the consultant selected must be able to prioritize and manage multiple assignments, understand the availability of materials and where to find them, and how to relate information and find significance in the information. The work shall be assigned by the Director of the Planning, Zoning & Building Department in conjunction with the annual schedule of the Landmark Preservation Commission and the Town Council for a multiple year contract. The Town proposes to interview a select number of those expressing an interest in providing these services and may request further documentation for evaluation. Entering into a contract with a consultant does not obligate the Town to issue any purchase orders with the successful consultant.

PURCHASING BACKUP

Town Purchasing advertised this project nationally through DemandStar to five firms. The solicitation was also advertised through the Town website and the Palm Beach Post. The

solicitation was advertised for thirty days. Three firms responded to the RFP.

The Selection Committee consisted of the following voting and non-voting members:

Voting	Non-Voting
Wayne Bergman	Dean Mealy, Duke Basha
Paul Brazil, P.E.	
Jane LeClainche, CPA	

The Town received proposals from:

- Murphy Stilling, LLC
- Paleo West, LLC

The Selection Committee unanimously ranked the Murphy Stillings, LLC as the number one ranked firm.

FUNDING/FISCAL IMPACT

Funding for this award will be from the Planning, Zoning and Building General Fund Budget.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the PZB Department and is approved as recommended.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

RESOLUTION NO. 069-2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF RFP NO. 2022-04, HISTORIC PRESERVATION CONSULTING SERVICES TO MURPHY STILLINGS LLC IN THE ANNUAL AMOUNT OF $100,000 AND A PROPOSED FIVE-YEAR BUDGET OF $500,000 CONTINGENT UPON SATISFACTORY PERFORMANCE AND BUDGET AUTHORIZATION

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 069-2022, approving the Award of RFP No. 2022-04, Historic Preservation Consulting Services to Murphy Stillings LLC in the Annual Amount of $100,000 and a Proposed Five-Year Proposed Budget of $500,000 Contingent Upon Satisfactory Performance and Budget Authorization.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of June, 2022.

_____
Danielle H. Moore, Mayor

_____
Margaret A. Zeidman, Town Council President

_____
Bobbie Lindsay, Town Council President Pro Tem

_____
Julie Araskog, Town Council Member

_____
Edward A. Cooney, Town Council Member

ATTEST:

_____
Pat Gayle-Gordon, Acting Town Clerk

_____
Lewis S.W. Crampton, Town Council Member

BACKGROUND

The Town of Palm Beach is on a barrier island between the Atlantic Ocean and Lake Worth that was incorporated in 1911. The Town is approximately 16 miles long and is comprised of approximately 8,900 full-time residents and 25,000 seasonal residents.

The Town of Palm Beach Landmarks Preservation Ordinance was adopted in 1979. Currently, there are approximately 352 landmark sites. The purpose of creating a Landmarks Preservation Ordinance, which included the creating of a Landmarks Preservation Commission, was to protect historic resources with intrinsic aesthetic, or architectural character, and to better facilitate the upkeep and maintenance of those structures so designated. The ordinance lists these as its goals:

1. Safeguard and enhance that which reflects the Town's history and heritage.
2. Stabilize and improve property values.
3. Foster civic pride in the notable accomplishments of the Town's past.
4. Protect the Town's attraction to residents and visitors.
5. Strengthen the economy of the Town.
6. Promote the education, pleasure and welfare of residents and visitors.

Anticipated work includes providing landmark/historic preservation consultant services to the Town of Palm Beach through the Planning, Zoning and Building Department. The specific types of services that will and may be required are detailed in the scope below. Performing these services will require skills in effectively working with a wide range of groups of stakeholders, including property owners, Town staff, the Landmarks Preservation Commission, Town Council, and local advocates and advocacy groups. Furthermore, the consultant selected must be able to prioritize and manage multiple assignments, understand the availability of materials and where to find them, and how to relate information and find significance in the information. The work shall be assigned by the Director of the Planning, Zoning & Building Department in conjunction with the annual schedule of the Landmark Preservation Commission and the Town Council for a multiple-year contract.

The Town proposes to interview a select number of those expressing an interest in providing these services and may request further documentation for evaluation. Entering into a contract with a consultant does not obligate the Town to issue any purchase orders with the successful consultant.

The following links to Town documents are provided for informational purposes:
Landmarks Manual: http://townofpalmbeach.com/DocumentCenter/View/1010
Development Review Application (PDF):
http://townofpalmbeach.com/DocumentCenter/View/14797

PURPOSE AND SCOPE OF SERVICES

The purpose of this RFP is to seek the assistance of a professional landmark/historic preservation consultant to provide professional landmark/historic preservation consulting services on an on-going basis to the Town. Upon Town Council authorization, the selected consultant will be required to do the following:

1. Provide historic research in Town archives and other sources.
2. Attend monthly and special Landmark Preservation Commission and Town Council meetings.
3. Visit sites as needed, with or without Town officials.
4. Prepare and present landmark designation (see attached sample for required data/information) and other reports to the Landmark Preservation Commission and Town Council. Research and drafting of reports occurs throughout the year; however, consideration of land marking a site only occurs between the months of November and April.
5. Review certificates of appropriateness applications for landmark structures, sites and vistas.
6. Prepare ad valorem tax exemption applications as directed.
7. Respond to questions from residents, property owners, Landmark Preservation Commission members, Town Council, staff and others.
8. Appear on behalf of the Town in any civil proceedings and testify as needed.
9. Additional reports and/or work as required.

The selected consultant is expected to be retained on an average of 20 hours per week (an average of 80 hours a month), and will provide their own computer, internet connection, e-mail address, and a phone to use for research and consulting services. The selected consultant will provide a single point of contact for consultant services (Project Manager), including invoicing, deliverables, coordination of assignments and schedule management. The Project Manager shall meet with Town staff and attend all public meetings on an “as needed” basis as necessary.

The quantity of work will vary through the contract term. For each assignment or submitted request, the consultant will provide to the Town a written report in electronic format (file in original program utilized and PDF, with MS Word being the required word processing program, and MS products for all other programs), including but not limited to appendices, reports, reference material, photographs and graphics. GIS knowledge preferred. Services, when requested, must be responded to promptly and as needed to meet agenda deadlines for public meetings. Time frames for deliverables will be developed for specific assignments and determined upon contract finalization. Completion of deliverables shall be subject to review by staff.

QUALIFICATIONS/EVALUATION CRITERIA

The Town of Palm Beach desires to retain a consultant possessing the research, analytical and communication skills to research, analyze, prepare and present technical

landmark designation reports for various properties in the Town that the Landmark Preservation Commission has identified as potential landmarks or historic properties. The selected consultant must be able to present accurate, relevant data and analysis in clear and concise graphic and written presentation form. The consultant must have the ability to make high impact presentations in front of the Landmark Preservation Commission, Town Council, and various neighborhood and civic groups as needed. Respondents must demonstrate recent experience in successful completion of similar work for other municipalities. The selected consultant must demonstrate proficiency in all aspects of municipal landmark/historic preservation issues.

Specific experience in researching architectural archives, analyzing records and plans, and preparing and presenting technical/architectural reports to the Landmark Preservation Commission and Town Council is essential. The successful consultant must have extensive knowledge of historic preservation principles and practices, and be able to provide any and all professional land marking and historic preservation services for the Landmarks Preservation Commission and Town Council.

WORK TO BE PERFORMED

1. Provide historic research in Town archives and other sources.
2. Attend monthly and special Landmark Preservation Commission and Town Council meetings.
3. Visit sites as needed, with or without Town officials.
4. Prepare and present landmark designation (see attached sample for required data/information) and other reports to the Landmark Preservation Commission and Town Council. Research and drafting of reports occurs throughout the year; however, consideration of land marking a site only occurs between the months of November and April.
5. Review certificates of appropriateness applications for landmark structures, sites and vistas.
6. Prepare ad valorem tax exemption applications as directed.
7. Respond to questions from residents, Landmark Preservation Commission members, Town Council, staff and others.
8. Appear on behalf of the Town in any civil proceedings and testify as needed.
9. Additional reports and/or work as required.

WORK PRODUCTS

1. Reports
2. Attendance at meetings
3. Tax Abatement and grant applications
4. Presentations
5. Resolution of issues
6. Response to inquiries

CHARGES/FEES

Provide details on proposed fees and any additional charges if applicable.

PROPOSAL REQUIREMENTS

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the Town to receive proposals for a Historic Preservation Consultant. It is the intent of the Town to select a single proposer to supply the services necessary for successful completion of the proposal as defined herein. Nothing in this RFP is intended to restrict the Town of Palm Beach in any way in the selection of the proposal that best meets the needs of the Town. The Town reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

TOWN CONTRACT COORDINATOR

The Town Contract Coordinator for this project will be Wayne Bergman, Planning Zoning & building Director at wbergman@townofpalmbeach.com After Notice to Proceed/Purchase Order is issued, all communications and correspondence shall be directed to Mr. Bergman, with copies of the correspondence to the Purchasing Division at 951 Okeechobee Road, Suite “D”, West Palm Beach, FL 33401.

CONTRACT

The selected Proposer will be expected to enter into a formal agreement at the time of contract award.

The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.

#	Question	Max
1.3.	**Evaluation Factors**	**85.00 (85.00%)**
1.3.1.	Vendor's Experience Please provide following information by uploading a document(s): Qualifications of the firm and sub-contractors (if any) relevant to the Scope of Work Organizational Chart Operational Information Management's Credentials Credentials of Personnel to be Assigned to the Town High quality level of services to be provided to Town Conveyance of a willingness to work with Town staff Completed Commercial and/or Governmental Contract	35.00 (35.00%)
1.3.1.	Vendor's Experience Please provide following information by uploading a document(s): Qualifications of the firm and sub-contractors (if any) relevant to the Scope of Work Organizational Chart Operational Information Management's Credentials Credentials of Personnel to be Assigned to the Town High quality level of services to be provided to Town Conveyance of a willingness to work with Town staff Completed Commercial and/or Governmental Contract	35.00 (35.00%)

1.3.2.	Detailed Technical Proposal Please attach detailed Technical Proposal per below requirements, but not limited to: Understanding of Town needs The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully Approach to the Project and Methodology Applicability of the services offered Meeting the Town's operational requirements	30.00 (30.0%)
1.3.2.	Detailed Technical Proposal Please attach detailed Technical Proposal per below requirements, but not limited to: Understanding of Town needs The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully Approach to the Project and Methodology Applicability of the services offered Meeting the Town's operational requirements	30.00 (30.0%)
1.3.3.	Proposer's Workload Schedule to accommodate this contract. Please indicate number, duration and value of projects/contracts that your company is engaged in next 6 to 12 months. Attach the following evaluation information: Meeting Town's operational requirements Overall workload of the company,number of current contracts Project scheduling ability/timely completion of work Location of firm Overall completeness, clarity and quality of proposal	10.00 (10.0%)

1.3.3.	Proposer's Workload Schedule to accommodate this contract. Please indicate number, duration and value of projects/contracts that your company is engaged in next 6 to 12 months. Attach the following evaluation information: Meeting Town's operational requirements Overall workload of the company,number of current contracts Project scheduling ability/timely completion of work Location of firm Overall completeness, clarity and quality of proposal	10.00 (10.0%)
1.3.4.	Financial Information Please provide the following information by uploading necessary document(s): Financial resources and capabilities Evidence of insurance capability Annual Report submitted and determined adequate by Town Last 2 years reviewed or audited Financial Statements Litigation or Dispute Status and Resolution Lost Accounts and/or Cancelled Accounts Contract Denial Overall completeness, clarity and quality of proposal	10.00 (10.0%)

1.3.4.	Financial Information Please provide the following information by uploading necessary document(s): Financial resources and capabilities Evidence of insurance capability Annual Report submitted and determined adequate by Town Last 2 years reviewed or audited Financial Statements Litigation or Dispute Status and Resolution Lost Accounts and/or Cancelled Accounts Contract Denial Overall completeness, clarity and quality of proposal	10.00 (10.0%)

Offer	Paul Brazil	
	Score	Comment
Murphystillings, LLC - Murphystillings, LLC	35.00 (35.00%)	
PaleoWest, LLC - PaleoWest, LLC	28.00 (28.00%)	

Murphystillings, LLC - Murphystillings, LLC	27.00 (27.00%)	
PaleoWest, LLC - PaleoWest, LLC	21.00 (21.00%)	
Murphystillings, LLC - Murphystillings, LLC	10.00 (10.0%)	

PaleoWest, LLC - PaleoWest, LLC	6.00 (6.00%)	
Murphystillings, LLC - Murphystillings, LLC	8.00 (8.00%)	

PaleoWest, LLC - PaleoWest, LLC	10.00 (10.0%)	

Wayne Bergman		Jane Le
Score	Comment	Score
35.00 (35.00%)		35.00 (35.00%)
28.00 (28.00%)		28.00 (28.00%)

24.00 (24.00%)		30.00 (30.0%)
24.00 (24.00%)		24.00 (24.00%)
10.00 (10.0%)		10.00 (10.0%)

8.00 (8.00%)		8.00 (8.00%)
8.00 (8.00%)		8.00 (8.00%)

10.00 (10.0%)		10.00 (10.0%)

Clainche Comment
Have worked successfully for the Town for 10 years.
Experience seems a bit different than what we are requesting

Understands Towns needs and can meet our requirements.
Out of St. Petersburg and project manager has 2/5 years experience.
Town is only client.

Has many clients and projects but has more staff.
Did not provide financials, insurance provided, Provided a copy of a recent landmark presentation for the Colony Hotel.

Provided everything requested.

#	Section	Question	Max
2.1.		Input is not necessary for 2.1. Price is automaticall	15.00 (15.00%)
2.1.		Input is not necessary for 2.1. Price is automaticall	15.00 (15.00%)
2.3.		Pricing Sheet	
2.3.		Pricing Sheet	

Offer	Score	Overruled Comment
Murphystillings, LLC - Murphystillings, LLC		
PaleoWest, LLC - PaleoWest, LLC		
Murphystillings, LLC - Murphystillings, LLC		
PaleoWest, LLC - PaleoWest, LLC		

General Solicitations		Palm
Score	Comment	Score
$ 9,200.00		$ 9,200.00
$ 7,320.00		$ 7,320.00

Beach	Jane Le Clainche	
Comment	Score	Comment
	$ 9,200.00	
	$ 7,320.00	

Murphy Stillings, LLC

218 Almeria Road
West Palm Beach, Florida 33405
Phone: 561.758.8002 or 561.346.4755
E-Mail: Janet@Murphystillings.com
Emily@Murphystillings.com

Intent Letter

Murphy Stillings, LLC is a historic preservation consulting firm comprised of Janet Murphy and Emily Stillings. Murphy Stillings, LLC is responding to the Town of Palm Beach Request for Proposal Number 2022-04 for Historic Preservation Consulting Services.

The principal office of Murphy Stillings, LLC is located at 218 Almeria Road, West Palm Beach, Florida, 33405, and the primary phone number is 561-758-8002 (Janet Murphy) with a secondary phone number of 561-346-4755 (Emily Stillings). Murphy Stillings, LLC was established 10 years ago by Janet Murphy and Emily Stillings who together have over 50 years of combined experience in the Historic Preservation field, making them extremely qualified for the Town of Palm Beach's Historic Preservation Consulting Services. Janet and Emily are equal partners in the LLC, but the primary contact assigned to the Town of Palm Beach and responsible for coordination of services will be Janet Murphy.

Janet Murphy and Emily Stillings have read the Town of Palm Beach RFP No. 2022-04, which seeks the assistance of a professional landmarks/historic preservation consultant to provide services on an ongoing basis to the Town of Palm Beach. Murphy Stillings fully understands and can perform at a high level the services outlined in the scope of work as well as the work products required as part of the job as listed in RFP 2022-04. In addition, Murphy Stillings is very knowledgeable of the Landmarks Preservation Ordinance, Landmark Manual, and the recently completed Historic Site Survey. Murphy Stillings will work diligently with the Landmarks Preservation Commission, Town Council, Town staff, property owners and local advocates to protect historic resources in the Town of Palm Beach and support the goals and mission of the Ordinance and Manual.

As noted in the RFP, Murphy Stillings understand that the Historic Preservation Consulting Services position is expected to work approximately 80 hours per month and attend all scheduled meetings. Murphy Stillings will perform all work within the specified time period and be fully prepared for all meetings. Murphy Stillings realizes that some weeks may require more hours to meet the demands of the job and other weeks less with the goal to work 80 hours per month. In addition, Murphy Stillings will make themselves available for meetings that are not part of the scheduled monthly meetings when requested.

Murphy Stillings, LLC has been the Town of Palm Beach Historic Preservation Consultants since 2012. We believe that our experience providing these services to the Town for the past ten years makes us uniquely qualified to continue in that role. We live locally and therefore can respond quickly to the needs of the Town's residents, staff, Landmarks Preservation Commission and Town Council. Our combined education and experience make us fully capable of performing all the services outlined in the scope of work and work products as well as achieving the goals of the Landmarks Preservation Ordinance. We are skilled at presenting our work verbally, graphically and in writing. We have a passion for researching historic resources and are adept at analyzing architectural proposals. We are experienced at presenting information to Historic Preservation Commissions and Boards, and we will present Landmark Designation Reports and all other reviews and reports in a clear and professional manner. We are well-versed historic preservation consultants and very easy to work with.

This proposal will remain in effect for 120 days and all addendums to RFP 2022-04 have been received.

Submitted By,

Janet G. Murphy

Emily K. Stillings

Date: April 26, 2022

TOWN OF PALM BEACH

Contact Information Form

Purchasing Division
951 Okeechobee Rd.
West Palm Beach, FL 33401
Phone: 561-838-5406
Fax: 561-835-4688
Web: www.townofpalmbeach.com

Please Take a Moment to Provide the following Company Information

Part 1 | Company Information

Company Name: Murphy Stillings LLC

DBA Name (If Applicable):

Physical Address (No P.O. Boxes): 218 Almeria Road

Mailing Address (If Different than Above):

City: West Palm Beach State: Florida Zip: 33405

Owner's Name(s): Janet Murphy & Emily Stillings

Part 2 | Contact Information

Main Office Phone: 561-758-8002 Office Fax: Web Site:

Primary Contact: Janet Murphy Alternate Contact: Emily Stillings

Primary Contact Phone: 561-758-8002 Alternate Phone: 561-346-4755

Primary Contact Cell Phone: same Alternate Contact Cell Phone: same

Primary Contact Email: janet@murphystillings.com Alternate Email : emily@murphystillings.com

Emergency After Hours Contact:

Emergency After Hours Phone: Emergency After Hours Email:

Part 3 | Purchase Orders

Contact for Issuing Purchase Orders: Janet Murphy

Contact Phone: 561-758-8002

Contact Email: janet@murphystillings.com

Part 4 | Accounts Receivable

Accounts Receivable Contact: Janet Murphy

Contact Phone: 561-758-8002

Contact Email: janet@murphystillings.com

TOWN OF PALM BEACH

MINIMUM QUALIFICATIONS FORM

Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Bidder has when making a determination of award. All decisions of the Town are final. Contractors, with its bid, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents.

Company: Murphy Stillings LLC	Solicitation: Historic Preservation Consulting Services
Part I— Contract Information	
Customer Name: Town of Palm Beach	Contact Name: Wayne Bergman
Project Location: Palm Beach, Florida	Contact Title: Director of Planning, Zoning and Building
	Contact Email: wbergman@townofpalmbeach.com
	Contact Phone: 561-838-5431
Contract Identification Number: RFP 2017-18	
Type of Contract: Historic Preservation Consultant	Orignal Dollar Value:
Contract Start Date: 10/1/2017	Final Dollar Value:
Contract Completion Date: 9/20/2022	Estimated/Actual - Completion Date:
Explanation of Cost Growth/Change Orders (if applicable):	
Part II—Project Description and Relevance	
Relevancy: The above referenced RFP/contract with the Town of Palm Beach is for the same services currently being requested. This RFP was for a 5 year period prior to which Murphy Stillings had been awarded a previous 5 year contract, for a total of 10 years.	
Specific Scope of Work Performed in Similar Areas: For the past 10 years Murphy Stillings has performed all of the services listed in the scope of work along with additional services as requested by the Town. Services include research and writing landmark designation, historically significant building and National Register designation reports, reviewing Certificate of Appropriateness and staff approval applications, administering the Town's Tax Abatement program, attending and presenting at Town Council and Landmark Preservation Commission meetings, serving as the Town's Certified Local Government representative, and working with Town staff, homeowners, representatives and design professionals on historic preservation matters.	

****Please only use one (1) form for each project reference being used****

Murphy Stillings, LLC

218 Almeria Road
West Palm Beach, Florida 33405
Phone: 561.758.8002 or 561.346.4755
E-Mail: Janet@Murphystillings.com
Emily@Murphystillings.com

Vendors Experience

For the past 10 years, Murphy Stillings, LLC has provided the highest level of service to the Town of Palm Beach as the Town's Historic Preservation Consultants. During which time, Murphy Stillings, LLC has worked closely with the Town's staff and Landmark Preservation Commissioners to help the Town fulfill its Historic Preservation goals and objectives. Murphy Stillings, LLC is solely comprised of Janet Murphy and Emily Stillings. There will be no subcontractors or outside vendors employed to fulfill the scope of work presented in RFP 2022-04. Janet Murphy and Emily Stillings have over 50 years of combined historic preservation experience as detailed in their attached resumes.

Murphy Stillings, LLC

218 Almeria Road
West Palm Beach, Florida 33405
Phone: 561.758.8002 or 561.346.4755
E-Mail: Janet@Murphystillings.com
Emily@Murphystillings.com

Detailed Technical Proposal

Murphy Stillings, LLC is a Historic Preservation Consulting firm responding to the Town of Palm Beach Request for Proposal Number 2022-04 for a Historic Preservation Consultant. The staff of Murphy Stillings, LLC consists of Janet Murphy and Emily Stillings.

Murphy Stillings, LLC believes we are the best qualified based on our education and Historic Preservation experience. Janet Murphy has a B.A. degree in History from the University of Virginia, a M.A. degree in Urban Planning with a certificate in Historic Preservation from the University of Maryland, and a M.A. degree in Art & Architectural History from Virginia Commonwealth University. Emily Stillings has a B.S. degree in Architecture from the Catholic University of America and a Master of Urban and Regional Planning from Florida Atlantic University. With more than 50 years of combined Historic Preservation experience and ten years as the Historic Preservation Consultants for the Town of Palm Beach, we are very knowledgeable of the Town's history, architectural styles, historic preservation ordinances and historic preservation best practices such as the Secretary of the Interior's Standards for Rehabilitation.

As the Historic Preservation Consultants for the Town of Palm Beach from 2012-2022, we have successfully preformed the services required to fulfill this position. Over the past ten years, Murphy Stillings LLC was responsible for the research, preparation and presentation of over 100 Landmark designation reports and the designation of the Royal Poinciana Way Historic District to the National Register of Historic Places. We also assisted in the establishment of the Town's Historically Significant Building Program and prepared Historically Significant Building Reports for 37 properties since the Town of Palm Beach established the program in 2020. In addition, we review and provide comments on Certificate of Appropriateness and Staff Approval Applications, administer the Landmark Property Tax Abatement program, and advocate for the Town's Historic Preservation program to residents, architects, attorneys, and other interested parties. We have given presentations for the Preservation Foundation of Palm Beach and the Historical Society of Palm Beach County, as well as, attending conferences and meetings offered by the State of Florida's Historic Preservation Office. Murphy Stillings also serves as the Certified Local Government (CLG) representative for the Town of Palm Beach. In this role, the principals attend CLG meetings and conferences, prepare the annual CLG report for the State Historic Preservation Office, correspond with other state CLG representatives regarding various historic preservation practices and review CLG grant possibilities.

If awarded this contract, being the Town's Historic Preservation Consultant will be our primary responsibility. Therefore, we will be available to residents, property owners, Landmark Preservation Commission members, Town Council, and staff when needed and in a timely manner. We are conveniently located just over the bridge in a historic district in West Palm Beach.

We are available to attend Landmark Preservation Commission and Town Council meetings. We will make ourselves available on behalf of the Town to appear at any civil proceedings and testify as needed. We will be available to prepare any additional reports and work as required, and provide our own computer, internet connection, e-mail address and phone for consultant services.

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Resolutions

Agenda Title
RESOLUTION NO. 070-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFQ No. 2022-16, Coastal Resiliency Consultant to Woods Hole Group for Initial Five-Year Award and Provide an Option for an Additional Five-Year Award Based on Satisfactory Performance to Provide Continuity of Efforts for the Program.

Presenter
Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- **Memorandum dated May 20, 2022 from Dean Mealy, Procurement and Contract Manager**
- **Resolution No. 070-2022**
- **Proposal**
- **Selection Committee Scoring**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO

RE: Approve the Award of RFQ No. 2022-16, Coastal Resiliency Consultant to Woods Hole Group - **Resolution No. 070-2022**

DATE: May 20, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve the Award of RFQ No. 2022-16, Coastal Resiliency Consultant to Woods Hole Group for an initial five-year award with an option to extend for an additional five-years based on satisfactory performance to provide continuity of effort to this important program.

GENERAL INFORMATION

Storm protection has been at the forefront of the Town's Coastal Management Program since the Town adopted a Comprehensive Coastal Management Plan (CCMP) in 1986 and the CCMP update in 1998. The current 10-year long term plan was reviewed by Woods Hole Group in 2013 and one of the recommendations from that effort was to evaluate the long-term flooding risk and include this updated variable into the Town's storm protective goals.

In 2017, the Town embarked on an effort to identify Town infrastructure assets that have current and future flooding risk vulnerabilities due to storm surge impacts from tropical storms, hurricanes, and projected rising sea levels. This 2-year effort was completed by Woods Hole Group in July 2019. The next step was to develop an implementation plan using the output from the assessment to define specific action items and timing to optimize resilience and cost-effectiveness for Town assets. The Level-Up Palm Beach Coastal Resiliency Implementation Plan was published and presented to Town Council by Woods Hole Group in November 2021. This plan prioritizes a long-term action plan.

The next phase is to follow through on the implementation plan. To accomplish this, Town staff needs continued professional services from consultants to assist with these efforts. A comprehensive scope of services for coastal resiliency consultants was publicly solicited.

PURCHASING BACKUP

Town Purchasing advertised this project nationally through DemandStar to 917 firms. The solicitation was also advertised through the Town website and the Palm Beach Post. The solicitation was advertised for thirty days. Three firms responded to the RFQ.

The Selection Committee consisted of the following voting and non-voting members:

Voting	Non-Voting
Wayne Bergman	Paul Brazil, P.E.
Robert Weber	Dean Mealy/Duke Basha (facilitators)
Eric Brown, P.E.	
Jason Debrincat, P.E.	
Jane LeClainche, CPA	

The Town received Statement of Qualifications from:

- Geosyntec Consultants, Inc.
- Wood Environment & Infrastructure Solutions, Inc.
- Woods Hole Group

The Selection Committee unanimously ranked the Woods Hole Group as the number one ranked firm.

FUNDING/FISCAL IMPACT

Funding for this award will be from the Coastal Program.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the Public Works Department and is approved as recommended.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

RESOLUTION NO. 070-2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF RFQ NO. 2022-16, COASTAL RESILIENCY CONSULTANT TO WOODS HOLE GROUP FOR INITIAL FIVE-YEAR AWARD AND PROVIDE AN OPTION FOR AN ADDITIONAL FIVE-YEAR AWARD BASED ON SATISFACTORY PERFORMANCE TO PROVIDE CONTINUITY OF EFFORTS FOR THE PROGRAM

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 070-2022, approving the Award of RFQ No. 2022-16, Coastal Resiliency Consultant to Woods Hole Group for an initial five-year award and provide an option for an additional five-year award based on satisfactory performance to provide continuity of effort for the program.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of June, 2022.

_____
Danielle H. Moore, Mayor

_____
Margaret A. Zeidman, Town Council President

_____
Bobbie Lindsay, Town Council President Pro Tem

_____
Julie Araskog, Town Council Member

_____
Edward A. Cooney, Town Council Member

ATTEST:

_____
Pat Gayle-Gordon, Acting Town Clerk

_____
Lewis S.W. Crampton, Town Council Member

May 3, 2022

Town of Palm Beach
Attn: Ryan Canterbury, Senior Buyer
rcanterbury@townofpalmbeach.com
(561) 227-7002

Intent Letter – RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach

Dear Mr. Canterbury:

Woods Hole Group is pleased to offer this response to the subject RFQ. It is our purposeful intent to present sufficient information to be awarded a contract. We also made every effort to present a uniquely qualified full-service team lead by Woods Hole Group, and with support of exclusive partners GHD, Coastal Protection Engineering, SCAPE Landscape Architecture, and Sobis, that can address all aspects of the Scope of Work. In this regard, we request consideration of making a single award to our team, which we firmly believe is in the best interest of the Town from a quality, consistency, efficiency, timeliness, and budgetary combined perspective. We acknowledge the RFQ, fully understand the scope, and other RFP requirements, and acknowledge receipt of Amendments.

We hope the review committee find our response to be thorough and information, and we certainly welcome any questions or points of clarification. Many thanks for this opportunity.

Sincerely,

The Woods Hole Group, Inc.



Robert (Bob) P. Hamilton, Jr.
President / Coastal Engineer

TOWN OF PALM BEACH

Contact Information Form

Purchasing Division
951 Okeechobee Rd.
West Palm Beach, FL 33401
Phone: 561-838-5406
Fax: 561-835-4688
Web: www.townofpalmbeach.com

Please Take a Moment to Provide the following Company Information

Part 1 | Company Information

Company Name: Murphy Stillings LLC Woods Hole Group, Inc.

DBA Name (If Applicable):

Physical Address (No P.O. Boxes): 218 Almeria Road 107 Waterhouse Road

Mailing Address (If Different than Above):

City: West Palm Beach Bourne State: Florida MA Zip: 33405 02532

Owner's Name(s): CLS

Part 2 | Contact Information

Main Office Phone: 561-753-8002 508-540-8080 Office Fax: 508-540-1001 Web Site: www.whgrp.com

Primary Contact: Janet Murphy Robert P. Hamilton, Jr. Alternate Contact: Emily Stillings Nasser Brahim

Primary Contact Phone: 561-758-6002 508-495-6229 Alternate Phone: 561-346-4755 508-495-6237

Primary Contact Cell Phone: 508-564-0446 Alternate Contact Cell Phone: same

Primary Contact Email: janet@murphystillings.com bhamilton@woodsholegroup.com Alternate Email : emily@murphystillings.com nbrahim@woodsholegroup.com

Emergency After Hours Contact: Bob Hamilton

Emergency After Hours Phone: 508-564-0446

Emergency After Hours Email: bhamilton@woodsholegroup.com

Part 3 | Purchase Orders

Contact for Issuing Purchase Orders: Janet Murphy Nadine Sweeney

Contact Phone: 561-758-6002 508-495-6207

Contact Email: janet@murphystillings.com nsweeney@woodsholegroup.com

Part 4 | Accounts Receivable

Accounts Receivable Contact: Janet Murphy Seema Owen

Contact Phone: 561-758-6002 301-925-4411

Contact Email: janet@murphystillings.com dcs@woodsholegroup.com

TOWN OF PALM BEACH

Bidder's Qualification Form

The Vendor, as a result of this bid proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

   Name: Woods Hole Group, Inc.

   Address: 107 Waterhouse Road

   Email: bhamilton@woodsholegroup.com

   City, State, Zip: Bourne, MA 02532

   Phone/Fax: 508-540-8080/508-540-1001

2. Check One: Corporation (X) Partnership ( ) Individual ( )
3. If Corporation, state: MA

   Date of Incorporation: Aubrey Consulting, Inc. 5/1/1986; Woods Hole Group, Inc. 2/5/1998

   State in which Incorporated: MA
4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 11/14/2013
5. Name and Title of Principal Officers:

Name and Title of Principal Officers:	Date Elected:
Christophe Vassal - Chairman of the Board	11/30/2021
Robert P. Hamilton, Jr., - President	11/30/2021
Carine Foulquier - Secretary/Treasurer	11/30/2021

6. The Vendor's length of time in business: 36 years
7. The Vendor's length of time (continuous) in business as a service organization in Florida: 9 years
8. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Town. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

   Name: N/A

   Percentage of Interest: _____ %

Note: *Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

1.3.2 Technical Abilities and Approach to Scope of Work (25%)

This section directly addresses the areas identified under Section 1.3.2 of the Solicitation Package, with a dedicated subsection for each bullet.

1.3.2.1 Quality and quantity of company resources

It is our intention through Section 1.3.1.1 to demonstrate the quality of the companies proposed for the Woods Hole Group team. Further, we trust that the demonstrated relevant experience of the team in Sections 1.3.1.2 through 1.3.1.4 for current and past clients provides the Town of Palm Beach confidence in our corporate resources to deliver the work needed by the Town to implement Level-Up Palm Beach. When it comes to the resources required for this work, the greatest asset are the actual people who will perform the work. Section 1.3.3 is intended to demonstrate the depth and breadth of people Woods Hole Group and our teaming partners can offer the Town on this contract. Because of the depth of our qualified bench, including many people who know and have supported the Town well in the past, we believe our team is unparalleled in terms of quality and quantity of relevant company resources – people are the assets of these consulting companies - to deliver on this contract. For this reason, we encourage the Town to consider a single award to the Woods Hole Group team, mainly to ensure high quality, consistent, and efficient work so we can all focus together with the Town to advance the objectives.

As for the quality and quantity of resources available at Woods Hole Group, consider that Woods Hole Group is a corporation of 83 people. 35 of these people comprise the Environment & Climate Business Unit that will primarily support the Town of Palm Beach, and 12 of these people are featured in this proposal. A key point here is Woods Hole Group is focusing a specialized subset of our qualified people to support Palm Beach. Should there be a need to access more resources within the company, we can do so. Of course, this is the reason we also brought onboard our specialized teaming partners. Hopefully this inspires confidence in the Town in both our quality and quantity of personnel. Furthermore, our President Bob Hamilton has been involved with the Town since 1997 and continues actively involved to this day. He reserves only a small selection of projects and clients to lead, and Palm Beach is one of them where his expertise is meaningful. This also ensures the Town will have priority to the resources of Woods Hole Group.

Aside from personnel, Woods Hole Group has a full range of facilities and equipment to support the program ranging from physical buildings and equipment, and to highly specialized IT infrastructure, including supercomputing equipment in-house to support the type of high technology modeling applications potentially needed by the Town. Financially, the company is strong with revenue growth, positive cash flow, and demonstrated ability to run a business for more than 30 consecutive years. We also have access to the full complement of resources from parent organization CLS if needed. Investment for capital improvements, hiring staff, and generally funding the business is not a concern.

More details an any particular aspect of the company or its resources can certainly be provided upon request.

1.3.2.2 Understanding of Scope of Work

Woods Hole Group has unique understanding of the scope of work and requirements for follow-up, based on our integral role with developing the Level-Up Palm Beach Implementation Plan. All elements of the scope are consistent with Level-Up, and we have assembled a team prepared to follow-through on these recommendations, including planning and policy development work, technical work required to refine definition of assets and areas at risk and critical elevations, and through engineering and permitting. Our fundamental approach to the scope of work is based on assembling the team capable of providing the range of services needed by the Town to implement the plan. Furthermore, we prioritized a team of people who know the Town well, so we can be nimble and cooperative, recognizing things will change along the way and we'll need to adapt.

We believe the best demonstration of our understanding of the scope of work is to define relative roles and responsibilities of the team by scope item requested by the Town. The Table breaks down the scope elements indicating which firm will lead (L) and support (S) each item, as well as potential for partnering (P) with Town policy developers. By design, we have a team capable of leading each area of expertise, and we have some level of redundancy on the team to ensure there is adequate breadth of capability and capacity to deliver. This will ensure the Town can obtain what is needed on one single Woods Hole Group turnkey team. Woods Hole Group as prime consultant will lead most tasks for consistency and will unselfishly utilize team resources to ensure the right people and expertise are applied to each assignment. We will work with the Town proactively to ensure the Town gains the highest quality work at most efficient pricing, and on-schedule.

Scope Elements with Firm Responsibilities (L – Lead, S = Support, P = Partner)

Scope Item	WHG	GHD	CPE	Scape	SOBIS	Policy Partner
General Experience						
• Coastal Impacts from Sea Level Rise, Flooding and Changing Climate	L					
• Flood Vulnerability Assessments	L					
• Implementation Strategies	L					
• Presenting to Officials, Staff, Regulators, Public	L					
Specific Tasks						
• Adapt Town Assets to Mitigate Risk of Damage and Failure from Future Coastal Flooding	L	S	S			
• Mitigate neighborhood and Town-wide exposure to future coastal flooding, emanating primarily from the Lake Worth shoreline	L	S	S	S		P
○ Develop bulkhead specifications/standards and corresponding ordinance revisions to enhance flood protection	L					
○ Establish maintenance and certification standards for existing bulkheads and seawalls, to reflect condition surveys and corrective actions needed and corresponding ordinance revisions to enhance flood protection	S	L	S			
○ Develop scope, priorities and cost estimates for neighborhood-scale floodcontrol systems and projects and corresponding ordinance revisions or Comprehensive Plan updates to enhance flood protection	L	S	S	S	S	
○ Identify process, costs and timeline for developing large-scale flood-control barrier (Lake Worth Inlet) feasibility study to enhance regional flood protection	L	S	S		S	
• Improve the safety of buildings and their occupants from future coastal flooding through floodplain development process	S	L				P
○ Develop revised definitions of substantial improvement/damage (time & value) to identify compliance thresholds, and corresponding ordinance revisions to enhance flood protection	L					
○ Provide recommendations for elevation standards for residential and nonresidential structures, and corresponding ordinance revisions to enhance flood protection	L					
○ Provide recommendations for building height definitions and minimum flood elevations, and corresponding ordinance revisions to enhance flood protection	L	S				
○ Identify revisions/expansions of flood hazard areas, and corresponding ordinance revisions to enhance flood protection	L					
• Integrate future coastal flood risk mitigation with other Town planning, policy and infrastructure funding priorities	L	S	S		S	P
○ Provide recommendations for amending Future Land Use Element and other portions of the Comprehensive Plan, to enhance flood protection	L					
○ Provide recommendations for amending Transportation Element and other portions of the Comprehensive Plan, to enhance flood protection	L					
○ Provide recommendations for amending Infrastructure Element and other portions of the Comprehensive Plan, to enhance flood protection	L					
○ Provide recommendations for amending Coastal Management/Conservation Element and other portions of the Comprehensive Plan, to enhance flood protection	L					
○ Provide recommendations for amending Intergovernmental Coordination Element and other portions of the comprehensive Plan, to enhance flood protection	L					
○ Provide recommendations for amending Capital Improvements Element and other portions of the Comprehensive Plan, to enhance flood protection	L	S			S	
• Other tasks as needed to implement a Coastal Resiliency Plan for the Town of Palm Beach	L	S	S	S	S	
Suggested Other Tasks						
• Landscape Architecture - Conceptual Resiilency Designs and Visualizations	S			L		
• Stormwater and Drainage Engineering	S	L				
• Local Structural Inspections / Assessments		S	L			
• Beach Program Design Refinements to Boost Resiliency	S	S	L			
• Natural Resource IDs/Assessments		S	L			
• Engineering Design for Resiliency Adaptations	S	L	S	S		
• Permitting/Regulatory Approvals and Compliance	S	S	L			
• Economic and cost/benefit assessments and estimates	S				L	
• Computer/Numerical Modeling of Coastal and Flood Processes	L	S	S			
• Grant ID and pursuit	L					
• Refining Vulnerability Assessment to Comply with Resilient FL Requirements	L					
• USACE/Stakeholder Coordination re Inlet Surge Barrier	L	S	S			

L = Lead; S = Support; P = Partner

On this Table under the last item for the "Other Tasks Needed to Implement a Coastal Resilience Plan for the Town of Palm Beach" as defined by the RFQ, we further demonstrate understanding of the scope by adding specific items likely or possibly to be required and demonstrating that we have the team in place to deliver. Some key areas here are:

- Landscape Architecture – to ensure the flood protection and resiliency components recommended in Level-Up come to life in a way that best meets the varying needs of the community by way of private property interests, public use, ecology, etc. Having quality Landscape Architecture services also will ensure vivid visualization and conceptual communication to the community to gather essential public input and support. In our experience, there is no better partner than Scape.
- Civil Infrastructure Engineering / Stormwater Management / Drainage Engineering – to address possible needs that arise with stormwater systems and drainage engineering, structural engineering, etc. it is important to have these items specifically covered on the team. GHD, with its local and global experience and proven long history serving the Town is an ideal choice to lead these areas.
    - On this same topic, it is worth emphasizing that Woods Hole Group has the capability to use the Town's existing data to model the performance of the stormwater drainage system under the full suite of present and future flooding scenarios, including rainstorms of different intensity/quantity/duration, rainstorms with sea level rise, and rainstorms combined with coastal flooding and sea level rise. We are doing this exact work for Town of Salem, MA (see project brief in Section 1.3.1.4 above. This modeling would be useful to identify the areas of Town and specific critical assets at risk from future stormwater-related flooding. It would also be useful for developing and testing solutions for highly vulnerable areas, such as changes in inlet capacity, pipe size, pumping, and onsite storage, and infiltration requirements for private development. It could also be used to evaluate the localized impacts of raising grades as part of private property elevation actions. Woods Hole Group's modeling capabilities and knowledge of the Town's infrastructure, combined with GHD's stormwater engineering expertise, together form a powerful resource for the Town as it works to deepen its understanding of stormwater-related risks and identify sustainable and resilient solutions to issues both proactively and as they arise.
    - Woods Hole Group also gained detailed information about the Town's stormwater management infrastructure through the process of ranking assets at risk. We then submitted detailed grant applications for D-8 (raise proposed air-cooled radiators and pump control panel), D-12 (floodproof with deployable barriers, seal conduits, floor drain backflow valve), and D-17 (raise proposed electrical controls), all of which were successful and will provide the Town supplemental funding to improve resilience of these specific assets.

- Local inspections, surveying, ecological resource assessments – will be critical to effective implementation, and we are pleased that Coastal Protection Engineering is exclusively committed to our team to bolster these areas.
- Economic considerations – given the investment involved with implementing asset-specific and potentially larger regional solutions to promote coastal resiliency in Palm Beach, it is important to consider overall value. For this, SOBIS brings valued experience to the team.
- Supplemental technical work and grant support – although not specifically called for in the scope issued by the Town, Woods Hole Group has these strengths essential to the program, and we feel specifically identifying these scope elements and understanding is important to the selection process.
- Policy Development – While Woods Hole Group is prepared to support these areas and has made specific suggestions for policy, ordinance, and comprehensive plan changes in Level-Up Palm Beach, we recognize the Town may work with other policy developers. We acknowledge while perhaps not directly on our team (though could be if preferred by the Town), we need to acknowledge this potential partnership as part of understanding the scope of work.

In addition to the understanding of the scope of work demonstrated in this subsection, we also provide further individualization of the scope in the following subsection, which specifically also addresses a RFQ response evaluation item.

1.3.2.3 Individualization of Proposal to Town of Palm Beach Needs

Based on the Woods Hole Group team's in-depth familiarity with the development and status of Palm Beach's resiliency program and projects, the most effective way to communicate an individual approach to address Palm Beach needs is to suggest a specific action plan forward. Below reflects our suggested path forward based on best available knowledge at this time. If awarded this contract, we suggest early engagement with the Town and related stakeholders as part of the kick-off process to help formulate and refine a path forward. As a starting point, we recommend consideration of the following next steps, of course depending on Town priorities, anticipated schedules, and available resources. Some of the next steps also depend on timing and award of matching grant funds from the Resilient FL state program as indicated below.

Policy Refinements: Work with the team to advance the policy refinements recommended in Level-Up Palm Beach as related to Code of Ordinances pertaining to bulkheads, building standards in flood plains, flood plain extent and design flood elevations, and other specifics in Level-Up Palm Beach, as well as refining the comprehensive plan for consistency.

Project Advancement:

- Resiliency Improvements to Specific Assets: With support from Woods Hole Group, Palm Beach was awarded grant support for four (4) specific asset upgrades related to D-17, D-12, D-8/E-5, and A-5 assets. These are all in the capital program for action, and

the refinements to be funded by the state are intended to boost resiliency. We recommend taking action to implement these changes.

- Advance Conceptual Designs for Regional Resiliency Projects: Recommended longer-term regional projects in Level-Up can proceed to the conceptual design phase by working with the community to refine priorities and interests, and then working with the combined Woods Hole Group resiliency, coastal/civil engineering, landscape architecture, and economic valuation team proposed herein. The next step can be taken with some combination of: Lake Worth shoreline; Lake Trail; Inlet Surge Barrier; Representative Neighborhood solutions; Representative building/residence/road elevations; and Representative town critical assets. For starters, we recommend some public workshops to identify and refine priorities, and then Woods Hole Group's engineering and architecture team can advance the concepts including high-quality visualizations as basis for next steps of planning, conceptual engineering, budgeting, etc. The inlet surge barrier also will require direct engagement with USACE and related stakeholders.

Supplemental Data Collection:

- Water Level Monitoring: Proceed with three (3) locations as outlined in Level-Up Palm Beach, including two to be deployed in Lake Worth by the Town (one at south and one at mid-Town) perhaps in collaboration with FSBPA to reduce cost (Woods Hole Group can support this grant application), and also advancing possibility for more robust system near the inlet with NOAA.
- Surveying: Three (3) survey items can proceed related to obtaining critical elevations for specific assets, ground-truthing bulkhead elevations at certain key locations, and performing a high-resolution swath survey of the Lake Worth shoreline with Terraquatic partner (perhaps with Resilient FL grant funding pending from Woods Hole Group application on behalf of Town).

Resilient FL Compliance and Next Pursuits: Palm Beach has been progressive in developing its flood risk management and climate change planning plans. In parallel the state of Florida has evolved its policies (e.g., Resilient FL), and there is a grant application pending prepared by Woods Hole Group on behalf of the Town to refine the vulnerability assessment and related work to comply with latest Resilient FL requirements and further position the Town for additional future grant funding. This application includes the high-resolution surveying identified above for the Lake Worth shoreline and critical assets, as well as activities to update the coastal flood hazard data, Palm Beach Flood Risk Model (PB-FRM) developed by Woods Hole Group, asset rankings and GIS flood risk map integration into Town systems. The grant also includes initial surge barrier conceptual performance evaluation. In addition to the pending grant, the Resilient FL program has extensive annual funding opportunities, so we recommend an ongoing item to identify and pursue grant opportunities to advance projects.

Ongoing Services:

- Progress monitoring/suggestions
- Level-Up updates/refinements
- Policy change reviews
- Review capital plans to ID assets for resilience refinements
- Resiliency project cost/benefit analysis and budget estimating
- Public engagement/meetings
- Continued Resilient FL grant pursuits (per above)

We look forward to prospects of refining these recommendations with the Town should our team be successful in securing this contract.

1.3.2.4 Licenses

Our collective firms have extensive business licenses, and the individuals earned distinguished professional licenses as well, such as Professional Engineering, Diplomate in Coastal Engineering, Professional Wetland Scientist, Professional Geologist, Professional Landscape Architect, and Certified Floodplain Manager (CFM), among others. Licenses held by specific individuals featured in this proposal are noted within the biosketches for managers and project personnel in Sections 1.3.3.1 and 1.3.3.2 below, the more detailed resumes in Attachment C, and copies of a subset of license documents are copied in Attachment F. Suffice to say the team is well credentialed. More information can be provided upon request.

1.3.2.5 Overall Completeness, clarity, and quality of proposal

We trust the review committee will assess the overall completeness, clarity and quality of this proposal. We admit it is a challenge to communicate such a wide range of information, and we hope our choice to present comprehensive information in a format that follows exactly the organization of the RFQ will facilitate review. There was an added challenge of producing materials that can be uploaded in Mercell, while preparing materials for a hard copy submittal. We made the choice to create an all-inclusive document that can stand-alone for the hardcopy submittal, but that can be saved in different PDF sections for direct importation to Mercell. Again, we hope this facilitates committee review and produces a favorable score for our team. We further intend in a small way to demonstrate our ability to work with the Town efficiently, and to produce high-quality on-time deliverables.

1.3.3 Experience/Ability of Personnel (25%)

This section directly addresses the areas identified under Section 1.3.3 of the Solicitation Package, with a dedicated subsection for each bullet. To facilitate committee review, as with other sections of this proposal, we present information in layers. For instance, to demonstrate the personnel the Town will have access to under this contract, we first provide a list of personnel, then we provide brief biosketeches on the key managers (Section 1.3.3.1) and project personnel (Section 1.3.3.2), and we also provide resumes in Attachment C. We did try to limit many of resumes to under 3 pages each; however, full *curricula vitae* can be provided upon request.

For the Management Team, we propose:

- Bob Hamilton of Woods Hole Group as overall Contract and Program Manager, as well as Principal in Charge
- Nasser Brahim of Woods Hole Group as Deputy Program Manager and Senior Climate Resiliency Specialist
- A lead Contract and Project Manager at each exclusive partnering firm, namely:
    - Mike Barnett at GHD
    - Tom Pierro at Coastal Protection Engineering
    - Pippa Brashear at SCAPE
    - Bill Bohn at Sobis

For the Project Team, we are proud to offer the Town a subset of our collective high quality staff members.

- From Woods Hole Group
    - Kirk Bosma – Senior Coastal Engineer, Modeler, and Resilience Specialist
    - Joe Famely – Climate and Sustainability Lead
    - Leslie Fields – Senior Coastal Geologist and Environmental Scientist
    - Adam Finkle – Coastal Scientist and Restoration Specialist
    - Brittany Hoffnagle – Coastal Scientist and GIS Specialist
    - Grace Medley – Coastal Scientist and Modeler
    - Alex Shaw – Coastal Engineer and Modeler
    - Matt Shultz – Senior Coastal Engineer and Modeling Lead
    - Nadine Sweeney – Publications and Contracts Specialist
    - Dave Walsh – Coastal Measurements and Sediments Lead
    - Dan Weirauch – Marine Technician and Surveyor
- From GHD
    - Jon Brent – Marine Structural Engineer
    - Melissa Burns – Structural Engineer
    - Craig Kruempel – Senior Coastal Scientist
    - Pradeep Nagarajan – Technical Director

  - Matt Trzcinski – Senior Project/Design Manager
- From Coastal Protection Engineering
  - Tara Brenner – Senior Coastal Engineer
  - Lindino Benedet – Principal Scientist
  - Stacy Buck – Senior Marine Biologist
  - Quin Robertson – Senior Scientist
- From SCAPE
  - Chris Barnes – Studio Director, New Orleans
  - Liz Camuti – Senior Designer
  - John Donnelly – Technical Principal
  - Anna Hochhalter – Associate Landscape Architect
  - Kate Orff – Founder and Principal
- For Sobis
  - Tim Brink – Senior Water Resources Engineer
  - Zack Baccala – Senior Geographic Systems Analysis
  - Zak Brohinsky - Planner

1.3.3.1 Management's Credentials



Bob Hamilton – Senior Coastal Engineer / Program Manager

Bob Hamilton is a Civil/Coastal Engineer and President of the Woods Hole Group. With Woods Hole Group since 1994, he previously served as Coastal Engineer/Modeler, Business Unit Director, V.P. for Scientific Operations, and V.P. for Business Development. He earned a B.S. in Civil Engineering from Lehigh University, and a M.S.C.E. from the University of Delaware Center for Applied Coastal Research. He has experience managing large and small contracts, including working with Town of Palm Beach in various capacities since 1998. He also had corporate leadership responsibilities for 5-year $15M USACE New England District IDIQ that included several task orders in support of EPA Region I, most notably related to the New Bedford Superfund Site. He supports the team on a 10-year IDIQ Environmental Field Services contract with NOAA CO-OPS. He is focused on development of business relationships and multi-disciplinary project and client management. His market and contracting experience includes government agencies, architectural/engineering partners, offshore oil and gas producers, private owners/developers, power utilities, and manufacturing industries. He has strong technical, analytical, and problem-solving skills combined with an effective leadership, communication, negotiation, and personnel management approach.

His technical expertise focuses on short- and long-term solutions, including community-wide climate change planning. He helps solve problems related to shoreline erosion, coastal

structures, water quality, environmental impact assessments/permitting, and the transport and dilution of thermal discharges and contaminants released into the marine environment. He also has multi-jurisdictional regulatory experience, including preparing EIS documents under NEPA, and has served as an expert witness. Mr. Hamilton's technical knowledge spans numerical modeling, field data collection, and technical writing/editing. He is responsible for developing technical approaches to complex projects, and for ensuring the technical teams within Woods Hole Group proceed in a logical manner aimed at producing high quality work products on-time and within prescribed budgets. Recent types of projects in which Mr. Hamilton has participated are related to community climate change planning, ocean and coastal observations and analysis, salt marsh and wetland habitat restoration, environmental sampling and testing, dredged material management, shore protection, and environmental resource impact assessment and management planning.



Nasser Brahim – Senior Climate Resiliency Specialist / Deputy Program Manager

Nasser Brahim is a Senior Climate Resiliency Specialist at Woods Hole Group. His expertise lies in helping communities plan and implement strategies to address their high priority climate risks. Nasser is highly skilled and experienced in climate change resiliency planning, building and infrastructure hardening, nature-based solutions, emergency operations, and land use regulations. He has a very strong track record of helping communities convert their plans into on-the-ground resiliency improvements. Nasser led the development of the Town of Palm Beach Coastal Resilience Implementation Plan, Level-Up Palm Beach, providing a comprehensive and feasible set of recommendations for action. When the plan was complete, he immediately helped the Town obtain grant funding to implement priority resiliency upgrades to critical infrastructure. He has provided similar resiliency planning and implementation support to numerous municipalities, transportation agencies, wastewater utilities, non-profit land conservancies, higher education institutions, and real estate property managers.



Michael Barnett, PE, D.CE – Senior Coastal Engineer

Mr. Barnett has over 36 years of experience in coastal engineering. He has led the feasibility, planning, engineering design, permitting and construction/contract document preparation for beach restoration and nourishment projects, seawalls, living shoreline and muck removal projects in the southeastern US. He has led offshore sand source investigations for restoration and nourishment projects in Florida and managed the construction of a mitigative artificial reef as an element of the Miami Harbor Deepening Project. Mr. Barnett served as the former Chief of the Florida Department of Environmental Protection's Bureau of Beaches and Coastal Systems for nearly eight years.



Thomas Pierro, PE, D.CE - Principal Engineer

Tom Pierro is a registered Professional Engineer in the State of Florida with over 20 years of coastal engineering experience, including over 15 years supporting the Town of Palm Beach coastal program. As a Managing Member of CPE, he is authorized and responsible to act on behalf of CPE with respect to contracting, directing, coordinating, and administering all aspects of the services to be provided and performed. Since 2001, he has designed, permitted, and supervised construction of numerous shore protection projects throughout Florida. He excels at representing the local sponsor and coordinating with state and federal agencies for construction of both non-federal and federal projects. He directs complex analyses of beach/inlet processes, designs programs that restore beaches, and promotes forward thinking throughout his team to support sustainable coastal programs. Mr. Pierro is a Board Certified Professional by the American Society of Civil Engineers as an ACOPNE Diplomate of Coastal Engineering and recipient of the distinguished FSBPA Engineering Award for outstanding contributions to coastal engineering in the State of Florida.



Pippa Brashear, RLA

Pippa Brashear is Resilience Principal at SCAPE. Pippa's experience is focused on climate ready waterfront and coastal design. Using her fifteen years of professional experience, Pippa leads the profession in building physical, ecological, and social resilience. She leads multi-disciplinary teams that design and build regenerative living infrastructure through informed thinking and an understanding of nature-based systems. Most notably, she serves as project manager for SCAPE's award-winning Living Breakwaters, nature-based infrastructure designed to provide a layered approach to risk reduction and currently under construction in New York Harbor.



Bill Bohn, RLA

Bill Bohn is a climate risk assessment specialist at Sobis with 20 years experience and has supported communities and projects around the world with hazard and climate change risk assessments. He has supported more than fifty hazard mitigation plans in the U.S. including the Central Virginia PDC's HMP. In the U.S., he has supported the States of Hawaii and Rhode Island with their Climate Adaptation Plans and supported a climate risk assessment for the Nature Conservancy in New York City. He has supported climate change risk assessments and adaptation plans in Africa, Asia, Caribbean, Middle East, North America, and South America. He is on the Board of Directors for Resilient Virginia and is the Chief Operating Officer of Sobis, Inc. a small woman- and minority-owned company headquartered in Virginia.

1.3.3.2 Project Personnel Credentials



Kirk F. Bosma, PE, M.C.E., Senior Coastal Engineer/Innovation Director

Kirk F. Bosma, PE, is a Senior Coastal Engineer and Innovation Director at Woods Hole Group. His areas of expertise include numerical modeling of coastal and estuarine processes, coastal engineering design for shore protection, wave propagation and transformation, sediment transport and littoral processes, hydraulics for marsh restoration, climate change vulnerability assessments and engineering adaptations, and data collection and implementation of coastal engineering projects. Kirk earned his Master's in Coastal Engineering from the University of Delaware in 1996 and his B.S. in Civil Engineering in 1994. Kirk has more than 25 years of experience in the fields of coastal sciences and engineering as well as climate change and resilient design, specializing in the areas of developing gray, green, and hybrid coastal engineering adaptations for fostering urban and rural resiliency in a cost-effective approach. He has completed comprehensive coastal flood risk assessments that incorporate storm surge risk coupled with increased precipitation and sea level rise. Kirk's work on the MassDOT-FHWA Central Artery in Boston is a model for vulnerability assessment of coastal infrastructure. He has extensive experience in habitat restoration, shoreline protection, analysis of nearshore wave conditions, evaluating hydrodynamics of estuarine systems, and climate change planning projects for a diverse client base. He specializes in applying numerical models to optimize engineering designs and reduce overall project life cycle costs. This includes developing and employing numerical models for marsh restoration, sediment transport, nearshore spectral wave transformation, particle transport, bathymetric evolution, two- and three-dimensional hydrodynamic processes. Kirk has been the project manager for both large coastal restoration and marsh restoration projects that have included implementation of a comprehensive data collection, physical processes modeling programs, evaluation of a variety of restoration alternatives, and engineering design.

Kirk has worked on the Town of Palm Beach Climate Change Flood Risk Vulnerability Assessment and Implementation Plan, which was a Town-wide assessment of flood risk vulnerability in a changing climate. This included a ranking of all Town assets at risk and development of an implementation plan to guide the Town for public works investments, reduce short- and long-term flood risk, and enhance coastal resiliency. Additional work in Florida included expert peer review of the Florida Bay Hydrodynamic and Salinity Model for the South Florida Water Management District and assessment of the reverse osmosis concentrate dilution and ambient water characterization in Melbourne, FL. Most recently, Kirk has been assessing the flood

reduction impact of resilience restoration projects funded by the National Coastal Resilience Fund and the Emergency Coastal Resilience Fund across the US. Modeling is conducted to provide inputs for socio-economic analysis. This programmatic project has a nationwide scope to produce lessons learned to help improve future project efficacy, prioritization of projects, and return on investment.



Joseph Famely, M.E.M., Senior Environmental Scientist

Mr. Joseph Famely leads the Climate & Sustainability Team at Woods Hole Group. Focused on environmental and sustainability planning, he has expertise in assessing climate change vulnerability and risk for infrastructure and natural resources, and developing adaptation and resiliency plans for communities and organizations. Joe holds a B.A. from Bowdoin College, and a M.E.M. in Urban Ecology and Environmental Design from the Yale School of the Environment.

Joe has over 20 years' experience analyzing environmental challenges and developing sustainable solutions. He has led coastal climate change resiliency projects with municipalities, regional planning organizations, transportation agencies, non-profit land conservancies, higher education institutions, and building/landscape design teams. In addition to developing risk-based prioritization and climate change adaptation phasing strategies for coastal assets, Joe has let led strategic land use planning projects and created customized greenhouse gas assessment tools to help organizations benchmark and track their carbon footprints and prepare sustainability reports.

Joe is a certified provider in the MA EOEEA Municipal Vulnerability Preparedness (MVP) Program, and a certified Waterfront Edge Design Guidelines (WEDG) Associate. His background in ecological risk assessment, urban ecology, and environmental design brings a systems-thinking approach to projects and facilitates collaboration with engineering and design professionals, as well as with clients and stakeholders. Joe also contributed to the Town of Palm Beach Coastal Flood Risk Vulnerability Assessment, particularly as related to identifying and mapping Town assets at potential risk.



M. Leslie Fields, CFM, M.S., Coastal Geologist/Marine Environmental Analyst

Ms. M. Leslie Fields is a coastal geologist with experience in climate change resiliency planning, floodplain management, geomorphic evolution of coastal systems, coastal hazard evaluation and mitigation, dredge materials management, coastal wetland delineation, environmental impact assessments and permitting at the local, state, and federal levels. Ms. Fields earned a Master's in Coastal Geology from

Rutgers University where she studied tidal inlet dynamics and beach evolution, evaluating beneficial reuse opportunities for dredged material as a mechanism for building shoreline resiliency. She is a Certified Floodplain Manager and has over 33 years' experience in multi-jurisdictional environmental studies for coastal and marine projects.

While at Woods Hole Group, Ms. Fields has been responsible for managing and conducting a range of projects. She has prepared Multi Hazard Mitigation Plans and led projects to evaluate the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) for communities in Massachusetts, Maine, New Hampshire, Maryland, and Florida (Lee and Monroe Counties). Ms. Fields has worked on coastal vulnerability assessments for a number of Massachusetts municipalities. Using results from the vulnerability assessments, Ms. Fields has advanced the design, permitting, and construction of adaptation projects involving beach and dune nourishment, retreat of municipal infrastructure, roadway and critical infrastructure resiliency, and tidal flow/wetland restoration. Ms. Fields has managed dredge design/permitting and dredge materials management projects requiring assessment of sediments, hydrodynamics, sensitive coastal resources, and impacts associated with dredging and disposal activities. She has managed estuary restoration projects in conjunction with culvert redesigns and prepared planning studies for management of municipal beach resources, often finding ways to enhance resiliency through beneficial reuse of sediment dredged from nearby navigation channels. Ms. Fields been responsible for securing local, state, and federal environmental permits for many of the projects she has worked on. She has a sound working knowledge of the environmental regulations and application procedures that benefits her projects and clients.



Adam J. Finkle, P.W.S., M.S., Coastal Scientist

Mr. Adam Finkle is a Coastal Scientist focused on designing, permitting, and facilitating the implementation of ecological restoration and coastal resiliency projects throughout New England. His work involves identifying key vulnerabilities and developing effective adaptation strategies for coastal communities, non-profit organizations, and private homeowners. He is experienced in managing large-scale ecological restoration projects and implementing coastal bioengineering, bank stabilization, native planting, beach nourishment and dune enhancement projects to increase the resilience of coastal resource areas and adjacent, upland infrastructure. His work also involves managing technical dredging projects and coordinating the beneficial reuse of dredged material in sensitive coastal resource areas. As a Certified Ecological Restoration Practitioner (CERP) and Professional Wetland Scientist (PWS), he has demonstrated experience with field data collection, coastal and freshwater wetland resource area delineations, vegetation assessments, eelgrass surveys, shellfish surveys, and developing and conducting pre- and post-construction monitoring programs.

Brittany L. Hoffnagle, M.S., Environmental Scientist & GIS Specialist



Brittany Hoffnagle is an environmental scientist and climate change and resiliency planner that helps clients assess their impacts from climate change and plan for a more resilient future. At Woods Hole Group, Brittany also coordinates the protocol development and QA/QC procedures of large datasets including the Massachusetts Coast Flood Risk Model, the Palm Beach coastal vulnerability assessment and the large-scale FEMA mapping of Monroe County, Florida. Brittany participates in many aspects of coastal and climate change projects including project management, client communications, completing analyses, the development of cartographic visualizations, and reporting deliverables. Brittany has a passion in creatively communicating science to new audiences which includes the development of innovative educational and outreach platforms like ArcGIS StoryMaps and K-12 STEM climate change curriculum. Ms. Hoffnagle received a B.S. in Biology with concentrations in Marine and Environmental Biology from Millersville University, and a M.S. in Coastal Marine and Wetland Studies from Coastal Carolina University.

Grace Medley, M.S., Coastal Scientist



Ms. Grace Medley is a coastal scientist who analyzes estuarine and continental shelf circulation, sediment transport, storm surge and wave processes to assist in coastal engineering, flood risk assessments, and coastal resiliency projects. She has numerical modeling expertise using ROMS, CMS Wave and Flow, SWAN, ADCIRC, HEC-RAS, XBeach, ACES, EXTRM2, and is experienced with programing in MATLAB and Python. Ms. Medley has been involved in a few different modeling efforts in South Florida. The first was the re-modeling of coastal storms for the FEMA flood re-mapping effort, which involved running ADCIRC probabilistic storms that affected both Monroe and Lee Counties. Her primary role was to perform sensitivity analyses on different representations of coral reefs in the ADCIRC mesh, and to update ocean-side forcing in the FEMA CHAMP transects based on these findings. The second project involved SWAN and ADCIRC modeling for the National Fish and Wildlife granted projects in the Florida Keys. The goal of this work was to estimate the coastal resilience and socio-economic co-benefits of Coral Reef restoration projects spanning from Miami to Key West.

Ms. Medley earned her M.S. in Physical/Geological Oceanography from University of Rhode Island Graduate School of Oceanography in 2019 where her thesis focused on numerical modeling of coastal processes, and her B.A. in Environmental Geosciences from Connecticut College in 2015 where she focused her studies on geomorphology, barrier beach dynamics and coastal sediment processes.

Alex J. Shaw, M.S., Coastal Engineer



Mr. Alex Shaw received a M.S. in Ocean Engineering from the University of Rhode Island in 2016 and a Bachelor of Science with a major in Ocean Engineering from the same institution in 2014. His background includes evaluating hydrodynamics within marine environments, wave mechanics, coastal structure design, data analysis, and coastal numerical modeling. Over the past 6 years Mr. Shaw has worked on many more projects in the coastal modeling field utilizing a variety of modeling platforms such as ADCIRC, SWAN, CHAMP, and Hec-RAS. Mr. Shaw was also involved in many evaluations of FEMA Flood Insurance Rate Maps in Massachusetts, Rhode Island, Florida, and Louisiana. This included the evaluation of Monroe Country and Lee County Florida. He was also heavily involved in the creation of a probabilistic flooding model for Palm Beach Florida. He is skilled in geospatial analysis, and the visualization of model results.

Matthew F. Shultz, PE, D.CE, Environment & Climate Business Unit Manager/Senior Coastal Engineer



Matthew F. Shultz, PE, D.CE, is a Senior Coastal Engineer and serves as Business Unit Manager for Environment & Climate at Woods Hole Group. He has over 15 years of experience in coastal studies involving the evaluation of coastal hazards, shoreline restoration, and the development of flood mitigation solutions for reducing risks and offering increased resilience in a changing climate. His areas of expertise include the design of structural and non-structural shoreline protection and restoration alternatives, as well as the modeling of coastal and estuarine hydrodynamics, waves, and sediment transport processes.

He served as lead engineer on a multi-year project providing a technical review of FEMA's Risk MAP development process for Lee County, FL. He also was the technical lead in review of FEMA's South Florida Coastal RiskMAP study that involved coastal flood hazard analyses for 621 miles of shoreline including unincorporated Monroe County, Key Colony Beach, Key West, Layton, Marathon, and Islamorada.

Matthew has a master's degree in Ocean Engineering from the University of Rhode Island and a bachelor's degree in civil engineering from Tufts University. He is certified as a Diplomate in Coastal Engineering (D.CE) and is currently licensed as a Professional Engineer in MA, CT, DE, and LA.

David R. Walsh, M.S., Senior Project Manager/Coastal Scientist



Mr. David Walsh is Leader of the Coastal Measurements and Sediments Team. As a Coastal Scientist, he uses field and laboratory data to resolve and evaluate the geologic processes within coastal, estuarine, and oceanic environments, which are central to assess resiliency. In concert with coastal engineers, Mr. Walsh oversees a team of scientists and technicians that collect and analyze the oceanographic and geophysical data necessary for the development of hydrodynamic models and the satisfaction of permitting requirements in various coastal environments. Technically, Mr. Walsh's primary specialty is the spatial and temporal quantification of shoreline and bathymetric change using Geographical Information Systems (GIS) and other geospatial software packages to map and define geomorphological processes. In addition, Mr. Walsh has extensive field experience in the acquisition, processing, groundtruthing, and interpretation of bathymetric, side-scan sonar, and sub-bottom sonar surveys in order to investigate subaqueous sedimentary environments on a regional scale. Mr. Walsh received his M.S. in Oceanography in 2004, and a B.S. in Geology in 1999.

Daniel R. Weirauch, M.S., Marine Technician/Oceanographer



Mr. Daniel Weirauch has experience with oceanographic, hydrodynamic, and water quality data collection systems, including equipment configuration and installation, as well as operation and maintenance of real-time monitoring systems in rivers, ports, and offshore environments. He currently serves as Project Manager for the NOAA Southeast Vertical Datum (VDatum) project; a program established by NOAA/NGS to define a more accurate national shoreline relative to tidal and geodetic datums for the Gulf of Mexico and Atlantic coastlines in Florida, Georgia, South Carolina, and North Carolina. He has also served as Project Manager for the Great Lakes VDatum Seasonal Water Level Monitoring project in 2018 and 2019; responsible for the site reconnaissance, permitting, day-to-day management, oversight, planning, client communication, reporting, and overall maintenance and operation of the program. His expertise is focused on the configuration, assembly, and deployment of water level monitoring systems, current profiling systems, meteorological equipment, and data telemetry devices for the NOAA Physical Oceanographic Real-Time Systems (PORTS) program and other environmental studies. His responsibilities include installing, maintaining, and troubleshooting monitoring systems for the Delaware River & Bay, New York/New Jersey Harbor, Chesapeake Bay, and Jacksonville PORTS programs. He is experienced in digital geodetic leveling; including surface and deep rod benchmark installation, field surveying, and data processing. In addition to his field experience, Mr. Weirauch is also

responsible for day-to-day management, preparation of monthly progress reports, and quality control of NOAA real-time oceanographic systems. His academic credentials include a M.S. in Marine Studies from the University of Delaware and a B.A. in Geosciences from the Pennsylvania State University.

GHD



Jon A. Brent, PE, SE, Marine Structural Engineer

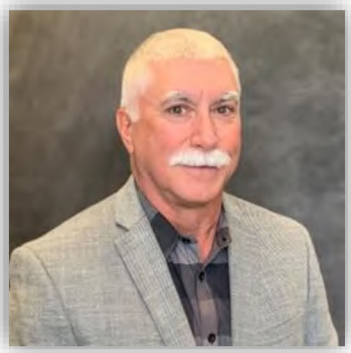
Jon is a Marine Structural Engineer and Certified Inland Maritime Port Manager with over 10 years of design, management, and construction experience in a variety of infrastructure and private facility projects including ports and waterfront structures, high and heavy load cargo terminals, complex drainage and water resources structures, pipe racks and process towers for oil and gas facilities, and low-rise buildings. He has led the planning, modelling, computation, and detailing of structures for projects subject to a wide range of environmental conditions across North America and contributed as a subject matter expert for asset management initiatives and grant applications. Jon's experience also includes facility planning and site layout, 3D modelling and construction drawing development, project specifications, and discipline coordination for new construction, renovations, structural upgrades, and adaptive reuse projects.



Melissa K. Burns, PE, Structural Engineer

Ms. Burns is a Marine and Linear Infrastructure Structural Engineer and Project Manager with 11 years of design and management experience. Her projects have encompassed a wide range of private and public facilities including feasibility evaluations, design, modelling, and computation of structural elements, and production detailing of plan sets within all phases of design from preliminary engineering pursuit to the final design of structures for both design-build and conventional projects. She is thoroughly experienced in both linear infrastructure and coastal projects ranging in complexity from simple structures to multi-phase projects accounting for future year expansion capacities.

Craig Kruempel, M.S., Senior Coastal Scientist



Mr. Kruempel has more than 36 years of experience providing clients with coastal zone resource planning, documentation, permitting, and monitoring services. His extensive experience includes the development and implementation of comprehensive characterization, monitoring, and restoration program documents with an emphasis on natural hardbottom and artificial marine habitats. Mr. Kruempel has over 30 years of compliance and coordination experience implementing the National Environmental Policy Act (NEPA) regulations for federal agency actions, with a comprehensive understanding of State and Federal coastal resource permitting requirements. Additional areas of specialization include physical and biological assessments and project effect determinations and he has served as team leader and principal scientist since 1988 for numerous field investigations and site assessments. He has served as project manager on numerous linear projects, including offshore energy project proposals. He has extensive experience overseeing shore protection project construction, including beach nourishment, and dune restoration activities throughout Florida. As a consultant to the National Oceanic and Atmospheric Administration, he served as project manager and senior consulting scientist for four (4) large-scale reef restoration projects resulting from ship grounding incidents in Puerto Rico and the Florida Keys.



Pradeep Nagarajan, PE, CFM, Technical Director – Integrated Water Management

Over 18 years of experience specializing in the field of water resources, stormwater, water and wastewater master planning, modeling, and design projects. He also mentors and supervises several water resource and wastewater engineers on a wide variety of projects. Pradeep has a strong background and extensive experience in utility planning, surface/ground water hydrology, hydraulics, basin-scale water resources studies, flood analysis, stormwater management, preparation of watershed master plans, computer-based mathematical 1D/2D modeling of water resources and environmental systems using INFOWORKS, ICPR, MIKE SHE, MIKE 11, MIKE URBAN, MIKE FLOOD, MIKE 21, MIKE VIEW, PCSWMM, XPSWMM, HEC-HMS, HEC-RAS, ASAD etc., design of stormwater management and treatment structures, pumps, and piping systems, floodplain mapping, and water quality modeling. His experience also includes water distribution and wastewater collection system modeling, design of pipelines, preparation of HMGP/PDM applications through FEMA to obtain federal and state grants for several clients on different projects.

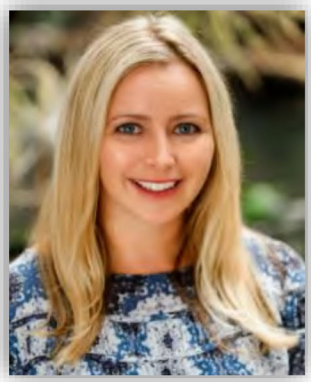
Matthew Trzcinski, PE, Senior Project/Design Manager



Mr. Trzcinski has over 27 years' experience in the water sector serving as an engineer and project manager. He has extensive experience applying membrane technologies to water related applications. He has been involved with more than twenty membrane projects ranging from reuse to ultrapure water. His experience includes managing design activities; supervising engineering efforts; managing sub-consultant and contractor activities; managing project schedules and budgets; performing quality assurance reviews; managing project risk and change; providing construction, commissioning, and startup support services; mentoring engineers; and preparing reports for municipal and industrial projects across North America and Asia, including alternative delivery projects.

In addition to Tom Pierro, highlighted in management section above, CPE staff have extensive project experience working together and collaborating across disciplines to address a variety of project needs. Our professionals have a demonstrated history of successfully completing logistically challenging and technically demanding tasks and have established a reputation of servicing clients throughout Florida with successful and cost-effective coastal program management. The CPE key personnel dedicated to supporting the Town of Palm Beach includes the following key personnel. More detailed resumes are provided in Attachment C.

Tara Brenner, PG, PE - Senior Coastal Engineer



Tara Brenner holds the unique credential of being both a Professional Engineer and Professional Geologist with more than 14 years of experience in diverse coastal engineering projects, including both federal and non-federal beach programs, truck haul projects, and resiliency studies. Ms. Brenner supports clients with coastal project funding and regularly presents at industry conferences, and public meetings. As Project Manager, she works with clients to ensure project objectives and timelines are met, and that work products are of the highest quality. Ms. Brenner currently supports the Town of Palm Beach with their coastal program and prepared the post-construction report for their 2020 Mid-Town Beach Nourishment Project.

Lindino Benedet, Ph.D - Principal Scientist



Lindino Benedet is a coastal scientist specializing in numerical modeling with over 21 years of professional experience. Dr. Benedet was the first coastal scientist to utilize the advanced numerical model Delft3D to support the evaluation and design of coastal projects in the State of Florida and has participated in dozens of numerical modeling studies globally with his unique qualifications. His expertise includes process-based numerical modeling of coastal processes, coastal sediment transport, hydrology and water quality, meteorological and oceanographic measurements, flooding simulations, vulnerability analysis and evaluation of flood mitigation/SLR adaptation strategies, dredging, beach nourishment, and marsh restoration.

Stacy Buck, MS - Senior Marine Biologist



Stacy Buck is a Senior Marine Biologist that specializes in projects on the east coast of Florida and has been working on Town of Palm Beach projects since 2005, including biological monitoring for multiple beach projects and artificial reefs. She led preparation of the Southern Palm Beach Island Comprehensive Shoreline Stabilization Project EIS published in 2016, which included analysis of the Reach 8 project. She also facilitated permitting for the Mid-Town groin constructed in 2018. Ms. Buck assists the Town with environmental permitting, regulatory coordination, NEPA compliance, and the annual biological program under the BMA.

Quin Robertson, Ph.D, PG, GISP, CC-P - Senior Scientist



Quin Robertson is a Certified Climate Change Professional (CC-P) who focuses on using conventional survey and remote sensing data to quantify change in coastal morphology and develop products using geographic information systems (GIS) for coastal analyses. Dr. Robertson specializes in working with multiple topographic and bathymetric data sets to create seamless digital elevation models (DEMs) that are critical for accurate geomorphic change analysis and serve as the basis for scientific conclusions. He will lead tasks involving surveying, mapping, CAD, geodatabase management, and GIS services under this contract.

SCAPE

In addition to management leadership by SCAPE's Resiliency Principal, Pippa Brashear, we are pleased to feature the expertise of the following SCAPE professionals highlighted below. More detailed resumes are provided in Attachment C.



Kate Orff, FASLA, RLA

Kate Orff is the Founding Principal of SCAPE. Her work has been grounded in innovating the design field's response to climate change. She continues to advance how landscapes can enable positive change in communities through the creation of regenerative living infrastructure and public spaces. She is committed to fostering dynamic landscapes that respond to today's climate crisis while reconnecting people to their immediate environment. She was a 2017 McArthur Fellow and she currently sits on the Commission on Accelerating Climate Action for the American Academy of Arts & Sciences.



John Donnelly, RLA

John Donnelly, RLA, is Technical Principal at SCAPE. He leads the management, documentation, and construction of the studio's major built work projects across the U.S. In more than 16 years of professional practice, John's work has included the design, documentation, and construction of award-winning urban parks; streetscapes; cultural and educational campuses; mixed-use developments master plans; recreational trails and a variety of on-structure landscapes. John is a FL licensed landscape architect.



Chris Barnes, RLA

Chris Barnes, RLA, is Studio Director of SCAPE's New Orleans office. With a wide range of experience, Chris brings to each project an ability to integrate regional ecologies, local community interests and resilient design strategies to develop concise solutions for complex sites. Serving as the project director to the Jacksonville, Florida projects: McCoy's Creek Recreation and Restoration Plan and the Museum of Science and History, Chris has rich experience in leading design programs that combat coastal flooding through nature focused solutions.



Anna Hochhalter, RLA

Anna has over a decade of experience working to address water-related challenges through nature-based infrastructure. Her work has entailed designing living shorelines and resilient coastal public realm projects. She has prepared detailed feasibility analysis of integrated flood risk reduction, ecology, and cultural strategies for coastal storms, sea level rise, and inland fluvial flooding. She has planned green infrastructure systems at various watershed-scales to reduce flood risk, improve water quality, and provide community amenities. She has assessed financial mechanisms for municipal and state green infrastructure programs. She has performed wetland delineations and floristic assessments. Her diverse experience makes her a strong asset to the design team.



Liz Camuti, RLA

Liz's work centers on designing responsive forms of infrastructure in rapidly changing environments—with a focus on climate adaptation and resilience planning projects across the U.S. As deputy project manager on the FIDI-Seaport Climate Resilience Plan she played a critical role in ecological design; landscape and open space strategies; and stakeholder and public engagement over an iterative, two-year design process. She has also worked on a variety of projects in Florida, including the Jacksonville Resilience Master Plan as project manager and the Museum of Science and History in Jacksonville as design lead.

In addition to management leadership by SOBIS Climate Risk Specialist and COO, Bill Bohn, we are pleased to feature the expertise of the following SOBIS professionals highlighted below. More detailed resumes are provided in Attachment C.



Tim Brink, PE is a senior water resources engineer and software developer with more than twenty years of experience in information systems, GIS, and water resources engineering and modeling using EPA-SWMM, AdICPR, HEC-1 and HEC-2, HEC-RAS, HEC-HMS, KY-PIPE, and EPA NET. He has been involved in hazard risk assessment, climate risk assessment, watershed analyses, floodplain delineations, runoff method computations, hydraulic and hydrologic modeling and surface water systems design, and watershed and stormwater management plans. Mr. Brink has expertise in mobile application development, C# and ASP.Net programming, Java, C/C++, Objective C, Visual Basic 6, Visual Basic for Applications (VBA), Unified Modeling Language (UML) model development, and geographic information systems (GIS) development software (ArcObjects, ArcMap®, and ArcSDE). He has also developed tools and scripts that customize Hazus to perform automated study region creation and analysis, as well as data extraction and post-processing tools to sync Hazus with FEMA's Risk MAP products.



Zak Brohinsky has ten years experience using GIS to support conservation and risk assessment projects. He recently taught at Plymouth State University developing and teaching undergraduate curriculum in GIS foundations with focus in applied land protection and environmental research projects. Before working for Sobis, he prepared baseline documents, maps and all spatial needs related to land conservation transactions, and maintained the geographic database for the Squam Watershed. For the last three years with Sobis, he has supported climate risk assessment projects for the State of Hawaii and other locales. He has completed FEMA Hazus basic and advanced training.



Zack Baccala is a senior geographic information systems (GIS) analyst with more than 10 years of experience leveraging geospatial technologies to manage and support clients, including the use of desktop, mobile and web applications. Mr. Baccala currently provides program management support for the Federal Emergency Management Agency (FEMA) and Independent Validation and Verification testing of FE MA's Hazus software, an ArcGIS extension used for producing natural hazard risk assessments. Mr. Baccala focuses on continual process improvement and optimization through various s solutions that are designed for increasing efficiency while maintaining high levels of quality. He is an adept collaborator able to work with organizations of all sizes, including public and private agencies.

1.3.3.3 Staff Size of Key Participants

Our approach to this contract is to make it personal and locally-specialized, yet with access to national and global experience as needed. That said, we feel it is important to emphasize participation from the professionals featured in this proposal, as well as their staff-level and administrative colleagues. This team alone encompasses some ~35 people the Town will have access to. Of course, we can bring other personnel along as needed, but we want to be careful not to tout the pure size of our organizations, overwhelm the contract or dilute focus. Nonetheless, to answer the question as posed, Woods Hole Group has 83 people, GHD has more than 10,000, SCAPE has 90 people, and Coastal Protection Engineering and Sobis have under 20 each.

1.3.3.4 Location of Company/Key Participants

Continuing our personalized and locally-driven approach, with wider exposure as needed, the proposed team has substantial local presence and experience, and is also distributed throughout the USA. Woods Hole Group personnel are mostly based in Massachusetts HQ office, but we have two full-time personnel in FL (Naples and Tallahassee). Coastal Protection Engineer personnel are mostly Florida-based (Boca Raton). GHD is a truly global company; however, personnel featured here are based in Alabama, in Florida at West Palm Beach, Jacksonville, and Orlando, and Atlanta, Georgia. SCAPE personnel are distributed between New York and New Orleans, while Sobis personnel are primarily Virginia-based.

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Kirk F. Bosma, P.E.

Senior Coastal Engineer/Innovation Director

EXPERTISE

Kirk F. Bosma, PE, is a Senior Coastal Engineer and Innovation Director at Woods Hole Group. He manages projects and develops engineering solutions related to climate change planning, coastal structure design, beach nourishment, beach management, inlet stabilization, water quality, environmental permitting, impacts of offshore dredging, marsh restoration, and coastal processes data collection. He holds expertise in habitat restoration, shoreline protection, and climate change planning projects for a diverse client base and specializes in applying numerical models to optimize engineering designs and reduce overall project life cycle costs. Has developed and applied the latest data and numerical methods toward capturing current and future flooding risk for climate change vulnerability assessments; developed comprehensive coastal flood risk assessments that incorporate storm surge risk coupled with increased precipitation and sea level rise; developed gray, green, and hybrid coastal engineering adaptations for fostering urban resiliency in a cost-effective approach; and been the project manager for both large coastal restoration and marsh restoration projects that have included evaluation of a variety of restoration alternatives and included the implementation of a comprehensive data collection and physical processes modeling programs.

QUALIFICATION SUMMARY

- More than 20 years of diverse professional experience in the fields of coastal sciences and engineering, specializing in the areas of project management, coastal flood risk modeling, shoreline protection design, marsh restoration, sea level rise and extreme storms, climate change adaptations, sediment transport, and littoral processes
- Leader in coastal flooding risk under a changing climate, including development of storm climatology for probabilistic flooding risk
- Implemented technically advanced storm assessments under a changing climate; sea level rise and extreme storm numerical modeling techniques to assess climate change adaptations
- Managed multi-disciplinary coastal and marine projects requiring team management, scientific analysis, environmental sensitivity, diverse coordination, and cost-effective solutions
- Developed various hydrodynamic and hydraulic models for water quality assessment, marsh restoration projects, discharge and mixing design, bridge scour, dredging impacts, and contaminated sediment fate and transport
- Numerical model experience with FVCOM, REF/DIF S, SWAN, STWAVE, ACES, BOUSS2D, GENESIS, RMA-Series, MIKE 21, CMS-Flow/Wave, EFDC, SED-2D CGWAVE, , CORMIX, WAVAD, XBEACH, ADCIRC and EDUNE

Education

1996– M.C.E.
Civil Engineering
University of Delaware
1994 – B.S.
Civil Engineering
Calvin College

Licenses and Registrations

P.E., Professional Engineer, Massachusetts License #45849

Professional Affiliations

- Member, Association of Coastal Engineers (ACE)
- Member, Coasts, Oceans, Ports, and Rivers Institute (COPRI)
- Associate Member, American Society of Civil Engineers (ASCE)

Publications & Presentations

32

Work Experience

2001-Present Coastal Engineer/Team Leader, Woods Hole Group

1997-2001 Coastal Engineer, Woods Hole Group

1994-1996 University of Delaware (Teaching and Research Asst.)

Kirk F. Bosma. P.E.
Coastal Engineer
kbosma@woodsholegroup.com
(508) 495-6228

KEY PROJECTS

Climate Change and Extreme Weather Vulnerability Assessments and Adaptation Options for the Central Artery, Massachusetts Department of Transportation (MassDOT) – Project Manager/Senior Coastal Engineer
Mr. Bosma helped lead a technically advanced, leading-edge pilot project for MassDOT evaluating the vulnerability of the Central Artery Tunnel system in Boston to sea level rise and extreme weather events. A key product of the project was the Boston Harbor Flood Risk Model - a highly resolved, numerical processes model developed to assess the combined impact of sea level rise, storm events, winds, tides, and waves. Results from the model, including probability of flooding, inundation depth levels, wave parameters, flood pathways, flood volumes, flood duration, and wind speeds, among others, have been used to assess risk and design resilience solutions for various assets and districts throughout Boston. The project won the 2017 FHWA Environmental Excellence Award.

Coastal Resilience Solutions for East Boston and Charlestown, City of Boston, MA – Senior Coastal Engineer
Mr. Bosma led the coastal flood modeling for the City of Boston's district-scale coastal resiliency plan for vulnerable areas of East Boston and Charlestown. Mr. Bosma led the coastal flood risk analysis, flood pathways analysis, and development of design flood elevations for engineering alternatives and advised on district-scale adaptation strategies including nature-based solutions. The project won World Landscape Architect's Conceptual Design Award of Excellence and APA MA Sustainability and Resiliency Award in 2018.

A Holistic Accounting of Ecosystem Services of Green Infrastructure and Natural and Nature-Based Features in an Urbanized Coastal Environment, UMass Boston – Co Principal Investigator/Coastal Engineer
Under a NOAA funding grant, Mr. Bosma led the development and performance modeling of traditional and nature-based coastal resilience design strategies along the East Boston waterfront. Alternative strategies were modeled under present, 2030, and 2070 sea level, storm surge, and wave conditions to evaluate their relative effectiveness at providing flood protection for buildings and infrastructure. Other benefits were also quantified and considered in a comparison of overall benefits (environmental, economic, and social); cost; and feasibility.

Blue Line Climate Change Vulnerability Assessment and Adaptation Plan, Massachusetts Bay Transportation Authority (MBTA), Boston, MA – Senior Coastal Engineer
Mr. Bosma led the coastal flood modeling and provided coastal engineering support for the MBTA's coastal flood resiliency planning initiative for the Blue Line. He led the coastal flood risk analysis, flood pathways analysis, development of resilient design criteria, and conceptual design and performance modeling for engineering strategies to protect critical vulnerable assets. He also advised on regional adaptation strategies, risk-based prioritization, and implementation phasing, to promote cost-effective adaptation.

Moakley Park Vision Plan and Implementation, City of Boston, MA – Senior Coastal Engineer
Mr. Bosma is leading the coastal flood modeling and nature-based coastal engineering design for the City of Boston's Moakley Park Vision Plan and subsequent implementation phases. Mr. Bosma led the coastal flood risk analysis, flood pathways analysis, development of resilient design criteria, design of beach and dune restoration and offshore wave attenuation features, future marsh migration planning, and performance modeling and assessment of proposed design alternatives. The project won the BSLA 2019 Analysis and Planning Merit Award.

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Nasser Brahim

Senior Climate Resiliency Specialist

EXPERTISE

Mr. Brahim helps build climate-resilient coastal communities by developing and implementing vulnerability assessments, resiliency plans, and capital and operational improvements. He has led coastal climate change resiliency projects with municipalities, transportation agencies, wastewater utilities, non-profit land conservancies, higher education institutions, and real estate property managers. He is highly effective at managing projects, coordinating multi-disciplinary teams, communicating climate change risk and resiliency concepts to decision makers and the public, and building consensus and support for implementation. He is highly skilled and experienced in climate change hazard, vulnerability, and risk assessment; and climate resilient building and infrastructure retrofit approaches, nature-based solutions, emergency operations, design standards, and land use regulations.

QUALIFICATION SUMMARY

- More than 15 years of domestic and international experience conducting analyses and designing creative solutions related to climate change, infrastructure, and the environment.
- Leads coastal resiliency projects at multiple scales, including asset, site, district, neighborhood, service area, municipality, region, and state.
- Interprets and applies climate projections and flood hazard model results for risk assessment and engineering design (ADCIRC, SWAN, SLAMM, WHAFIS, XBeach, SLOSH, ICM-2D, HEC-RAS, SWMM).
- Develops and evaluates the cost-effectiveness of coastal resiliency engineering alternatives and provides risk-based prioritization and phasing strategies for capital programming.
- Understands critical functions, interdependencies, failure modes, probabilities, and consequences for a wide variety of systems.
- Plans and executes internal and external stakeholder engagement processes and programming.

WORK EXPERIENCE

2020-Present	Woods Hole Group, Senior Climate Resiliency Specialist
2013-2020	Kleinfelder, Senior Climate Resiliency Planner
2011-2013	World Bank Climate Investment Funds, Operations Analyst
2010-2010	Yale Climate & Energy Institute, Research Fellow
2007-2008	Florida Dept. of Transportation, Environmental Specialist
2005-2007	Global Water for Sustainability Program, Research Intern

Education
2010 – M.E.M.
Climate Change Adaptation & Mitigation
Yale University

2007 – B.A.
Florida International University

Licenses and Registrations
MA EOEEA Municipal Vulnerability Preparedness (MVP) Program Provider

Professional Affiliations
-Environmental Business Council, Climate Change Committee Member
-Massachusetts Climate Adaptation Forum, Steering Committee Member
-Resilient MA Action Team, Technical Advisory Group
-Mystic River Watershed Association, Vice President

Project Awards
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KEY PROJECTS

Resilient Together: El Punto, City of Salem, MA – Project Manager, Senior Resiliency Specialist
Mr. Brahim is leading the City of Salem's first neighborhood climate resiliency plan, focused on El Punto (The Point). El Punto is an Environmental Justice neighborhood with the highest building density and concentrations of low income, minority, Hispanic/Latinx, and Spanish speaking populations in Salem. The neighborhood faces high and growing threats from coastal and stormwater flooding and extreme heat. A first-of-kind, integrated, probabilistic flood model is being developed to assess the combined risks from extreme rainfall, sea level rise, and coastal storms, taking hydrodynamics, hydrology, and hydraulics into account. The goal of the project is to develop, in collaboration with key stakeholders and the community, flood and heat mitigation strategies, priorities, and implementation plans. As project manager, Mr. Brahim is leading the vulnerability assessment, development of resiliency strategies, and community engagement.

Long-Term Coastal Resiliency Plan, Town of Marshfield, MA – Project Manager, Senior Resiliency Specialist
Mr. Brahim is supporting the Town of Marshfield in developing recommended policies and zoning to proactively reduce future coastal flooding and erosion vulnerabilities in its coastal neighborhoods. The Long-Term Coastal Resiliency Plan will guide rebuilding in a more resilient way after a future catastrophic event. The project includes estimation of damage and loss under a variety of storm scenarios and time horizons, taking sea level rise into account. Economic impacts under a "business as usual" scenario will be compared to various policy scenarios in which strategies such as acquisition, building elevation, and other mitigation measures are implemented, to inform the public and decision-makers. Stakeholders are being engaged throughout the project to account for their experiences, economic loss thresholds, and mitigation strategy preferences in the development of policy scenarios, risk communication messaging, and recommendations.

Coastal Resilience Designs for Municipal Light Department and Adjoining Public Lands, Town of Marblehead, MA – Project Manager, Senior Resiliency Specialist
Mr. Brahim is working with the Town of Marblehead to develop resilient designs and implementation plans for public waterfront facilities, including the Marblehead Municipal Light Department (MMLD) headquarters. Mr. Brahim conducted a vulnerability assessment of critical infrastructure at the MMLD headquarters and is advising on near-term floodproofing measures to be constructed as part of the project. In addition, alternatives are being developed with public and key stakeholder involvement to adapt a public waterfront park, commercial fishing facilities, and boat yards to future coastal flooding conditions. Alternatives, including structural and nature-based solutions, will be evaluated, and a preferred implementation pathway that balances desired uses, coastal resilience, and feasibility will be charted.

Resilient Fort Point Channel Infrastructure Project Environmental Assessment, Boston Planning & Development Agency (BPDA), Boston, MA – Project Manager, Senior Resiliency Specialist
Mr. Brahim is supporting the City of Boston and BPDA in obtaining a Certificate from the Massachusetts Environmental Policy Act (MEPA) Office for its first large-scale coastal flood resiliency implementation project. The project proposes to construct a $20 million, independently effective flood control system consisting of berms, raised Harborwalk, and deployable flood barrier systems to protect a large and vulnerable area of South Boston along the Fort Point Channel. MEPA approval is required as a precondition of obtaining $10 million in grant funding from FEMA for design and construction. Mr. Brahim helped draft the Environmental Notification Form, leading sections on alternatives analysis, climate change resiliency, and Environmental Justice, among others. He also helped develop public and regulatory agency outreach materials and responses.

KEY PROJECTS (CONTINUED)

Moon Island Infrastructure and Facilities Risk and Vulnerability Assessment, City of Boston, MA – Senior Resiliency Specialist
Mr. Brahim is supporting the Boston Fire Department (BFD) in conducting a comprehensive site survey of Moon Island and assessing risks from coastal climate change hazards. A main focus is on the causeway which serves as the single point of access and egress to BFD Fire Training Academy on Moon Island, a critical facility for the entire region. Mr. Brahim conducted a GIS- and field-based asset inventory, including shoreline and upland infrastructure, structures, and uses. Woods Hole Group modeled future coastal flooding hazards, including sea level rise, storm surge, and wave runup and overtopping, across the island and causeway. Mr. Brahim led a vulnerability assessment examining the risk of damage to revetments, causeway embankments, and the training academy seawall from wave overtopping. He also evaluated the risk of damage and loss of function to existing buildings, roadways, utilities, and operations to all flooding hazards. Mr. Brahim guided the development of a phased, risk-based capital improvement plan to mitigate vulnerabilities over time in response to climate change.

Inner Harbor Coastal Resiliency Improvement Project, Town of Hingham, MA – Project Manager, Senior Resiliency Specialist
Mr. Brahim is supporting the Town of Hingham to evaluate the performance of proposed resiliency improvements to public wharves and waterfront parks and their associated coastal engineering structures with respect to present and future coastal hazards. Woods Hole Group provided updated coastal flood risk maps and water level probability data for the present, 2030, 2050, and 2070 time horizons based on the Massachusetts Coastal Flood Risk Model (MC-FRM). The evaluation includes providing a peer review on permit-level engineering drawings and the basis of design, performing coastal flood and wave hazard modeling and calculations with and without proposed improvements, developing resilient design criteria, and developing long-term alternatives for future phases of improvements. Mr. Brahim also led engagement with Town boards and commissions to explain the methods used to evaluate the performance of proposed improvements and implications of the findings.

Coastal Resilience Prioritization Decision Support System for Delaware Bay, National Fish and Wildlife Foundation – Deputy Project Manager, Senior Resiliency Specialist
Mr. Brahim is supporting the National Fish and Wildlife Foundation (NFWF) with developing a tool to improve business planning and grant selection decision-making to maximize benefits for human and ecological communities from coastal resilience investments as part of its funding programs. The initial pilot phase of the tool development is focused on Delaware Bay and Delaware River estuary. The project includes reviewing existing program objectives, literature, and available data sources and models for potential application in the decision support system. The project team is developing a conceptual model and work plan laying out the methodology for constructing a GIS-based system to estimate the benefits of nature-based projects, including reefs, dune and beach nourishment, living shorelines, wetland restoration, and aquatic connectivity, at different scales and locations throughout the project area. The goal is for this tool to be used by NFWF staff to compare the benefits of projects proposed by applicants for funding through NFWF's coastal resilience grant programs as well as to inform business planning goals and metrics for funding portfolios.

Coastal Flood Resiliency Implementation Plan, Town of Palm Beach, FL – Senior Resiliency Specialist
Mr. Brahim developed an implementation plan for the Town of Palm Beach to set it on a path to achieve high standards of resilience to sea level rise, future storms, and related coastal flooding from climate change. The

KEY PROJECTS (CONTINUED)

plan refines and builds on the Coastal Flood Vulnerability Assessment carried out by Woods Hole Group, including the development of the Palm Beach Flood Risk Model – a hydrodynamic, probabilistic flood model that accounts for sea level rise and storm intensification from climate change. Mr. Brahim refined prior risk assessments of public infrastructure assets based on detailed review of engineering drawings, condition assessments, and geospatial data. He also developed town-wide and asset-, sector-, and area-specific coastal flood resilience strategies to address vulnerabilities identified. These range from physical projects, governance mechanisms, design standards, and building codes. The recommendations are also helping the Town leverage and comply with recently adopted State laws, regulations, and funding programs.

Vulnerability Assessment and Feasibility Study for Beverly Pump Station on Water Street, City of Beverly, MA – Senior Resiliency Specialist

Mr. Brahim supported a vulnerability assessment and resiliency planning study for the City of Beverly, MA and the South Essex Sewer District focused on a critical wastewater pump station located in a low-lying coastal area between maritime industrial and residential zones. Woods Hole Group provided site survey, wetlands delineation, coastal flood mapping and modeling analysis, and design criteria development, taking sea level rise, storm surge, and waves into account, to inform the vulnerability assessment and resiliency strategies. Mr. Brahim led the development and evaluation of long-term conceptual design strategies to reimagine the waterfront, expanding beyond the pump station boundaries, to provide greater benefits to the surrounding community. These included green and nature-based design strategies, flood walls, raised roadways and sites, and beach access improvements. His role also included leading a working group, coordinating with other project team members, and public engagement.

East Beach Corridor Vulnerability Study, Town of Westport, Westport, MA – Senior Climate Resiliency Specialist

Mr. Brahim supported the development, evaluation, and selection of adaptation strategies for the East Beach Road corridor in Westport, MA. East Beach is a narrow barrier beach, fronting a river estuary and saltwater marsh system. It is susceptible to erosion (including breach) and overwash, as well as nuisance and potentially permanent inundation under medium-to-long term sea level rise and storm surge scenarios. East Beach Road serves as the main utility corridor and one of two emergency routes for a DCR beach reservation, marina and commercial area, and residential neighborhood. The corridor also contains seasonal mobile home lots, some permanent elevated structures, and a small Town beach. Mr. Brahim developed and evaluated the feasibility of nature-based and traditional engineering alternatives to maintain the existing functions of the corridor through incremental near-to-medium term actions and long-term planning, regulatory changes, and investments. He was heavily involved in the stakeholder process, including developing outreach materials, leading public and steering committee meetings, and reporting.

North Nantasket Beach Dune Restoration and Accessibility Project, Town of Hull, MA – Deputy Project Manager and Technical Lead

Mr. Brahim advanced the implementation of priority near-term coastal resilience recommendations from concept through design and permitting, including helping the Town of Hull obtain grant funding for the project. Mr. Brahim led a multi-disciplinary team to develop design plans, cost estimates, obtain permits, and construct a large dune restoration project with an accessible crossover pedestrian ramp and emergency vehicle beach access at A Street and Beach Avenue. He supported community engagement including developing outreach

KEY PROJECTS (CONTINUED)

materials and delivering public presentations. These improvements will significantly enhance the system's resilience and storm damage protection and bring the Town's goal of establishing a continuous dune along the entirety of North Nantasket Beach close to fruition.

National Grid Substation Flood Resilience Project, Beverly, MA – Senior Resiliency Specialist
Mr. Brahim conducted a vulnerability assessment and developed resiliency strategies for a critical National Grid substation located in a low-lying coastal area in Beverly, MA. He led a coastal flood risk mapping and flood pathways analysis for the substation, considering present risk and sea level rise and storm surge projections for 2030, 2050, and 2070 based on the Massachusetts Coast Flood Risk Model (MC-FRM). To inform the vulnerability assessment, he reviewed existing conditions drawings to identify critical thresholds at which different infrastructure and operations would be impacted. Mr. Brahim also led the development of design criteria and conceptual design strategies to protect the substation at different scales, including phasing strategies and order-of-magnitude cost estimates. Strategies included living shorelines, minor waterfront improvements, permanent flood walls and levees, bulkhead raising, deployable flood barriers, and underground utility hardening.

Coastal Flood Resilience Design Guidelines and Zoning Overlay District, Boston Planning and Development Agency (BPDA), Boston, MA – Resiliency Lead
Mr. Brahim was the lead resiliency planner on the consultant team that prepared the BPDA's precedent-setting coastal resilience design guidelines and zoning overlay district recommendations. The goal of the project was to create the regulatory and design framework for Boston's new and existing buildings to be made resilient to sea level rise and storm surge flooding impacts. Mr. Brahim led the authorship of guidance on coastal flood modeling, design flood elevations, building floodproofing strategies, building code issues, and integration of district-scale solutions. He also contributed to zoning recommendations, including applicability standards, phased implementation, and approvals process and governance. The project won an American Planning Association National Excellence in Sustainability Award in 2020, and The Architect's Newspaper Best of Design Award and US Green Building Council – Massachusetts Chapter's Market Leader in Resilience Award in 2019.

Coastal Resilience Solutions for Downtown and the North End, City of Boston, Boston, MA – Technical Lead
Mr. Brahim was the technical lead for the City of Boston's third district-scale coastal resiliency plan focused on the Downtown and North End neighborhoods. The district waterfront characteristics include dense waterfront development, an abundance of pier and wharf structures, water transportation uses, public parks and community facilities, historic and cultural resources, and significant private ownership. The goal of the project was to develop, in collaboration with key stakeholders and the community, coastal protection design concepts and implementation plans to address flooding risks over the next 50 years or more. Mr. Brahim led the development of flood pathways analysis, design flood elevations, engineering alternatives, and cost estimates and led the engagement and coordination of public infrastructure owners.

Coastal Resilience Solutions for East Boston and Charlestown, City of Boston, MA – Project Manager
Mr. Brahim led the City of Boston's first district-scale coastal resiliency plan, focused on the vulnerable East Boston and Charlestown neighborhoods. The district characteristics include a high concentration of Environmental Justice populations and critical transportation infrastructure in the floodplain, historical inequity in waterfront and open space access, underutilized marine industrial properties, and new luxury waterfront development. The goal of the project was to develop, in collaboration with key stakeholders and the

KEY PROJECTS (CONTINUED)

community, coastal protection design concepts and implementation plans to address flooding risks over the next 50 years or more. Mr. Brahim led the development of existing conditions and opportunities/constraints analysis, engineering alternatives, cost estimates, benefit cost analyses, design flood elevations, evaluation criteria, and implementation strategy. Through leadership in stakeholder engagement, he built consensus among departments, state agencies and authorities, landowners, and community organizations on the plan's recommendations. Several recommendations are being implemented as a result, including a deployable flood barrier, resilient waterfront park designs, infrastructure adaptations, and zoning changes. The project won World Landscape Architect's Conceptual Design Award of Excellence and American Planning Association - Massachusetts Chapter's Sustainability and Resiliency Award in 2018.

Climate Change Asset Management Plan, Rose Kennedy Greenway Conservancy, Boston, MA – Project Manager
The Greenway is a 17-acre linear park in Downtown Boston located over the Central Artery Tunnel system. Mr. Brahim led the first phase of the Greenway's climate resiliency and greenhouse gas mitigation planning study. He led the evaluation and selection of climate change hazard scenarios, identification of sensitive asset types, development of exposure assessment methods, and collection of field data on existing conditions. He also subconsultants preparation of a greenhouse gas inventory and mitigation options analysis.

Aquarium Station and Blue Line Floodproofing Improvements, Massachusetts Bay Transportation Authority (MBTA), Boston, MA – Deputy Project Manager and Technical Lead
Mr. Brahim led the existing conditions analysis, design development, and permitting for MBTA's coastal flood protection improvements at Aquarium subway station and the Blue Line tunnel. He led alternatives analysis and design development for floodproofing station entrances using deployable flood barriers and permanent flood walls, flood doors, and flood shields. He also led the environmental permitting and historic, cultural resources, and urban design approvals with state and local authorities. Mr. Brahim also developed emergency operating procedures for the deployment of the flood barrier systems and associated protective actions.

Coastal Flooding Adaptation Project for the Central Artery Tunnels and Critical Facilities, Massachusetts Department of Transportation (MassDOT), Boston, MA – Deputy Project Manager and Technical Lead
Mr. Brahim led MassDOT's asset-level vulnerability assessment, adaptation planning, floodproofing design, and emergency planning efforts focused on protecting the Central Artery System in Boston from sea level rise and storm surge flooding. He carried out vulnerability assessments of critical highway facilities and tunnel entrances. He also oversaw an assessment of tunnel drainage backflow vulnerabilities and associated tide gate condition assessments. He led the design development of floodproofing alternatives including permanent and deployable flood protection systems for vulnerable tunnel entrances and facilities including cost estimates for each. In addition, Mr. Brahim led the development of an emergency flood response plan linked to flood forecast levels to minimize operational disruption and ensure timely implementation of traffic management, flood barrier deployment, and utility protection measures.

Piers Park Phase II, Massachusetts Port Authority (Massport), Boston, MA – Deputy Project Manager, Resiliency and Stakeholder Engagement Lead
Mr. Brahim was the deputy project manager, resiliency lead, and stakeholder engagement lead for the design of a 4.5-acre waterfront park development in East Boston. The park is being designed to form part of the neighborhood coastal flood protection system envisioned in the City of Boston's Climate Ready East Boston plan,

KEY PROJECTS (CONTINUED)

which Mr. Brahim led as consultant project manager. Mr. Brahim led early stage planning, including park user surveys, needs assessment, and engagement with local stakeholders through the park advisory council. Mr. Brahim helped lead design development and alternatives analysis for the park. A critical design feature is a coastal flood protection berm to be integrated with the park landscape. The berm will be designed to meet the City of Boston's climate resilient flood design criteria.

Critical Asset Flood Resiliency Project, Massachusetts Port Authority (Massport), Boston, MA – Deputy Project Manager and Technical Lead

Mr. Brahim is deputy project manager and technical lead for the development and implementation of physical and operational flood resiliency measures for Massport's Logan International Airport and maritime facilities. Mr. Brahim carried out vulnerability assessments, developed design alternatives and cost estimates, and assisted with engineering design, preparation of bid documents, and construction phase services for temporary and permanent flood prevention measures. He also developed a cutting-edge flood operations plan, which included a detailed time-based action plan for Massport departments tied to flood forecast monitoring to ensure that flood control measures are fully operational prior to a significant storm. He led an extensive engagement and coordination process involving all Massport departments and public safety personnel to develop the plan and carry out tabletop exercises. The project won the American Council of Engineering Companies of Massachusetts's Gold Engineering Excellence Award and Construction Managers Association of America - New England Chapter's Project Achievement Award in 2017.

Airport and Maritime Facilities Disaster and Infrastructure Resiliency Plan, Massachusetts Port Authority (Massport), Boston, MA – Technical Lead

Mr. Brahim led a comprehensive sea level rise and storm surge vulnerability assessment and resiliency plan for Massport's Logan International Airport and South Boston Maritime Facilities. The assessment included hundreds of critical assets including runways, taxiways, aprons, airfield drainage systems, navigational aids, airfield electrical assets, terminals, fueling facilities, utilities, and administration and maintenance facilities. He worked with a multi-disciplinary team, academics, and Massport decision-makers to develop design flood elevations incorporating sea level rise and storm surge projections. He also co-authored a floodproofing design guide that is now used for all major capital projects. Mr. Brahim led the development and selection of flood mitigation alternatives, order-of-magnitude cost estimates, and a risk-based prioritization for capital programming. The resiliency plan included recommendations for capital improvements, design standards, operational planning, stakeholder engagement, monitoring and reporting, and areas for further study. The project won the American Council of Engineering Companies of Massachusetts's Silver Engineering Excellence Award in 2015.

Climate Resiliency Plan for Wastewater Treatment Facilities and Pump Stations, Narragansett Bay Commission (NBC), Providence, RI – Project Manager

Mr. Brahim led the NBC's climate vulnerability assessment and resiliency plan, focused on impacts from flooding (extreme rainfall, sea level rise, and storm surge) on their wastewater treatment facilities and pump stations. The project was initiated in response to Pollution Discharge Elimination System permit conditions. Mr. Brahim analyzed climate projections and engineering records to assess vulnerabilities, estimated damage costs, and time horizons for flooding impacts and developed resiliency strategies, cost estimates, and benefit cost analyses for protecting vulnerable critical assets. The plan was rapidly approved by regulators and is referenced by the regulator as a model for other wastewater facility owners and operators in Rhode Island.

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KEY PROJECTS (CONTINUED)

Nature-Based Solutions for Community Resilience on North Nantasket Beach, Town of Hull, MA – Deputy Project Manager and Technical Lead
Mr. Brahim led the evaluation of the efficacy of large-scale beach nourishment and dune restoration along North Nantasket and developed conceptual design recommendations to mitigate flooding through existing dune crossings. He helped to Town obtain grant funding for the project. Mr. Brahim led the dune vulnerability assessment, restoration alternatives analysis, and risk-based prioritization, incorporating field data collection, GIS analysis, cross-shore modeling, and stakeholder input. He led a multi-disciplinary team to develop conceptual designs for closing and restoring illegal dune crossings, enhancing Town-maintained crossings, and closing large gaps in the dune system. Mr. Brahim also coordinated the Town's Working Group and led community engagement events.

Beach Access Resiliency and Accessibility Improvements, Town of Swampscott, MA – Deputy Project Manager and Technical Lead
Mr. Brahim led the finalization of designs and specifications for flood resiliency improvements and other aesthetic and programming enhancements to two Town of Swampscott beach access areas. He helped the Town obtain grant funding for design, permitting, and construction of these improvements. The design approach to improving the access ways includes adding and grading compatible sediment to the maximum elevations and slopes feasible without adversely impacting abutting properties or exceeding accessibility guidelines, stabilizing the sand using native vegetation, and installing access mats along designated paths to improve accessibility and minimize sand compaction and vegetation disturbance. These measures were designed to incorporate sea level rise through 2030 and prevent stillwater flooding up to the 0.1% annual chance flood elevation, virtually eliminate flood volumes from wave runup and overtopping in nuisance events, and significantly reduce runup and overtopping flood volumes in extreme events.

Waterfront Access Elevation and Flood Protection Project, Town of Swampscott, MA – Deputy Project Manager and Technical Lead
Mr. Brahim led the initiation of priority recommendations from the Town of Swampscott coastal resiliency plan, which he authored, including obtaining grant funding, and developing draft design plans, specifications, and permit applications. The selected design approach utilized nature-based storm damage prevention techniques and structural measures to elevate seven low-lying public shoreline access areas and mitigate flood pathways that impact major roadways, public safety, stormwater, and sewer infrastructure in addition to many private homes and businesses. Mr. Brahim led the planning, design, and stakeholder engagement processes.

Various Confidential Real Estate Property Management Companies, Flood Barrier Design, Operations Planning, and Approvals, Boston, MA – Project Manager
Mr. Brahim provided deployable flood barrier feasibility assessment, design, operations, and local permitting support to real estate owners and property managers of five commercial and mixed-use developments in South Boston. Operational support included flood emergency deployment plan development, flood forecast monitoring, estimating deployment time and labor requirements, and addressing regulatory issues.

Flood Barrier Feasibility Analysis, Confidential Higher Education Institution, Metro Boston, MA – Project Manager
Mr. Brahim led a university study evaluating the feasibility of using various flood wall, gate, and barrier systems to protect critical buildings on campus from future coastal and inland flooding. A diverse set of buildings was

KEY PROJECTS (CONTINUED)

evaluated including central utilities, research, laboratory, residential, and parking. Mr. Brahim led the building vulnerability assessments, developed engineering alternatives analyses and benefit cost analyses, developed operational and policy recommendations, managed a multi-department stakeholder group, authored the final report, and presented results to executives.

Coastal Climate Change Vulnerability Assessments and Adaptation Plans, Waterford, CT; Duxbury, Edgartown, Gloucester, Hingham, Hull, Oak Bluffs, Sandwich, Swampscott, MA – Deputy Project Manager and Technical Lead

Mr. Brahim led or supported climate change vulnerability assessments and adaptation plans for nine coastal municipalities - separate projects with similar scopes of work. The assessments focused on natural resource and public infrastructure risks from flooding due to sea level rise and storm surge, and, in the case of Waterford, CT, heavy precipitation. Mr. Brahim worked closely with modelers to map flood depths and probabilities for future scenarios. He carried out quantitative risk assessments of vulnerable systems and developed and prioritized adaptation recommendations with cost estimates in collaboration with multi-disciplinary design teams, municipal department staff, and multi-stakeholder steering groups. Adaptation strategies included engineering, operations, and policy measures. Mr. Brahim was also responsible for public involvement, including delivering presentations, facilitating workshops, and engaging with media.

Climate Change Vulnerability Assessment, City of Cambridge, Cambridge, MA – Resiliency Specialist

Mr. Brahim conducted the urban infrastructure climate change vulnerability and risk assessment for this ground-breaking project, including for coastal flooding (sea level rise and storm surge), inland flooding (riverine and urban drainage), and extreme heat. This comprehensive assessment covered a broad range of infrastructure types including commuter rail lines, subway stations and rail lines, energy infrastructure, telecommunications infrastructure, roads, bridges, public safety facilities, schools, and community centers. Mr. Brahim also developed and facilitated technical workshops, public meetings, and other stakeholder engagement events.

Climate Ready DC Vulnerability Assessment, District Department of Energy and Environment, Washington, DC – Resiliency Specialist

Mr. Brahim conducted the urban infrastructure climate change vulnerability and risk assessment including for coastal flooding (sea level rise and storm surge), inland flooding (riverine and urban drainage), and extreme heat. To inform the climate projections and hazard exposure scenarios used in the assessment, Mr. Brahim conducted research on sea level rise projections and historic flooding events in Washington, DC. He also conducted a policy gap analysis and developed a menu of regulatory and policy tools for adaptation. The project won the Cities4Tomorrow Award from Bloomberg Philanthropies C40 Cities in 2017.

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Joseph Famely, M.E.M.

Senior Environmental Scientist



EXPERTISE

Focused on environmental and sustainability planning, Mr. Famely has expertise in assessing climate change vulnerability and risk for infrastructure and natural resources, and developing adaptation and resiliency plans for communities and organizations. As a trained provider in the Massachusetts Municipal Vulnerability Preparedness (MVP) Program, he has facilitated community engagement workshops following the Community Resilience Building Framework and successfully obtained funding through the MVP Action Grant program.

In addition to numerous sea level rise and storm surge vulnerability assessments in the New England region, he has developed customized greenhouse gas assessment tools to help organizations benchmark and track their carbon footprints and prepare sustainability reports, and led strategic land use planning projects.

Mr. Famely's background in risk assessment, urban ecology, and environmental design brings a systems thinking approach to projects and facilitates collaboration with engineering and design professionals, as well as with clients and stakeholders.

QUALIFICATION SUMMARY

- 18 years' experience in the environmental science and planning
- Certified MA Municipal Vulnerability Preparedness Program Provider
- Climate change vulnerability assessment / adaptation planning
- Land use sustainability planning and metrics
- Greenhouse gas inventory and sustainability reporting
- Environmental impact statements
- Ecological risk assessment
- Project management and grant writing

WORK EXPERIENCE

2009–Present	Woods Hole Group, Inc. (Senior Environmental Scientist)
2011–2012	Except Integrated Sustainability (Sustainability Consultant)
2009–2012	Anthrocology (Sustainability Consultant)
2008	Yale Urban Design Workshop (Sustainability Planning Fellow)
2006–2007	Exponent (Environmental Scientist)
2000–2006	Menzie-Cura & Associates (Environmental Scientist)

Education

2009 – M.E.M.
Yale School of Forestry & Environmental Studies

2000 – B.A.
Bowdoin College

Licenses & Registrations

- MA EOEEA Municipal Vulnerability Preparedness (MVP) Program Provider
- OSHA 40-Hour HAZWOPER

Publications & Presentations

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KEY PROJECTS

Sandwich Municipal Vulnerability Preparedness Program
MVP Lead Facilitator
Led the Sandwich Community Resilience Building workshop following guidelines for the MA EOEEA Municipal Vulnerability Preparedness (MVP) Program. Presented the Community Resilience Building framework and regionally downscaled climate change projections, and discussed potential hazards and risks. Guided stakeholders and workshop facilitators in assessing local vulnerability of infrastructure, environmental and societal assets, and developing and prioritizing actions to reduce vulnerability and increase resilience throughout the community. Led the preparation of the Summary of Findings report, and wrote a successful MVP Action Grant ($88,025) that enabled the Town to fund a detailed sea level rise and storm surge vulnerability assessment for infrastructure and natural resources.

Falmouth Municipal Vulnerability Preparedness Program
MVP Facilitator
Facilitated stakeholder engagement on climate change vulnerability and adaptation for the Falmouth Community Resilience Building workshop following guidelines for the MA EOEEA Municipal Vulnerability Preparedness (MVP) Program. Guided stakeholders in assessing local vulnerability of infrastructure, environmental and societal assets, and developing and prioritizing actions to reduce vulnerability and increase resilience throughout the community.

Provincetown Municipal Airport Coastal Vulnerability Assessment
Project Manager
Developed sea level rise and storm surge vulnerability assessments for present and potential future impacts to the Provincetown (MA) Municipal Airport under two scenarios – closed and opened tidal gates at the Hatches Harbor dike road. The vulnerability assessments were used to inform adaptation and resiliency planning for the airport.

Environmental Permitting for Dredging and Dredge Materials Management in Support of Electric Boat Facilities Master Plan
Technical Lead, Greenhouse Gas Assessment
Preparing an alternatives analysis for the comparative carbon footprints of two dredging and dredge material disposal alternatives.

MassDOT I-90 Allston Interchange Project Environmental Impact Report
Environmental Planner
Assessed climate change vulnerability (including sea level rise, storm surge, and heat) for existing conditions and multiple design alternatives for a major urban highway realignment project environmental review. Authored EIR sections on climate change impacts, as well as described design features and specifications (mitigation) that would enhance system resiliency for the future.

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KEY PROJECTS (CONTINUED)

MBTA Blue Line Vulnerability Assessment and Adaptation Prioritization
Technical Lead, Geospatial Analysis
Developing vulnerability assessments for sea level rise and storm surge impacts to Aquarium and Maverick T Stations and supporting infrastructure. The assessments will include probability and depth of inundation, flood residence time, and detailed flood pathway analyses to inform Blue Line climate resiliency planning.

Boston Harbor Barrier Alternatives Evaluation
Technical Lead, Geospatial Analysis
Developed a detailed inventory of district shoreline solutions necessary throughout the Boston region over time (to 2100) to plan adequate protection under various Harbor Barrier and No Harbor Barrier alternatives. Also analyzed the areas of avoided flood risk over time based on these adaptation alternatives. Both assessments informed the benefit/cost analyses in the "*Feasibility of Harbor-wide Barrier Systems Preliminary Analysis for Boston Harbor*" report.

Palm Beach (FL) Coastal Vulnerability Assessment and Adaptation Prioritization
Technical Lead, Geospatial Analysis
Developing a sea level rise and extreme weather vulnerability and risk assessment for the Town of Palm Beach, Florida. Coordinating with Town staff to obtain sea wall elevations to fill data gaps for the vulnerability assessment, and to develop a consequence of loss scoring matrix for all Town infrastructure to inform the risk assessment and help prioritize adaptation investments.

Trustees of Reservations Coastal Vulnerability Assessment and Adaptation Prioritization
Technical Lead, Geospatial Analysis
Prepared vulnerability assessment, based on results of a highly resolved sea level rise and extreme weather model, for all Trustees of Reservations coastal properties. Worked closely with Trustees' staff to develop a coastal vulnerability index for all assets, including infrastructure, habitats, endangered species, natural resource recreational areas, and historical/cultural resources, which will inform prioritization of resilience projects across 30+ properties.

Stonington (CT) Coastal Vulnerability Assessment and Adaptation Prioritization
Technical Lead, Geospatial Analysis
Prepared vulnerability maps, based on results of the U.S. Army Corps of Engineers' North Atlantic Coast Comprehensive Study (NACCS) extreme weather model, for a coastal community in Connecticut with multiple tidally-influenced rivers and embayments. Vulnerability maps were then used to support emergency preparedness and adaptation scoping over various planning horizons – present day, 2030, and 2070.

Ecological Risk Assessment Review and Development of Cleanup Goals
Project Manager/Environmental Scientist
Conducted a technical review of a Stage II ecological risk characterization for a former printing facility in Massachusetts, and developed recommendations for finalization and submittal. Developed risk-based remedial goals for cadmium in sediment and wetland soil, and oversaw a sediment coring program to determine the vertical and horizontal extents of cleanup.

KEY PROJECTS (CONTINUED)

Sea Level Rise and Storm Surge Inundation Mapping for Great Marsh Communities
Technical Lead, Geospatial Analysis
With funding from a Hurricane Sandy Coastal Resiliency Grant, and in partnership with National Wildlife Federation and USGS, prepared vulnerability maps for six Essex County (MA) communities based on results of a highly resolved sea level rise and extreme weather model. Vulnerability maps were then used to support emergency preparedness and adaptation planning, with specific emphasis on nature-based solutions.

Climate Change and Extreme Weather Vulnerability Assessments for Massachusetts Coastal Communities
Technical Lead, Geospatial Analysis
Prepared vulnerability maps, based on results of a highly resolved sea level rise and extreme weather model, for a number of Massachusetts coastal communities, including: Gloucester, Swampscott, Revere, Winthrop, Chelsea, Everett, Malden, Medford, Somerville, Cambridge, Boston, Quincy, Hingham, Hull, and Oak Bluffs. Vulnerability maps were then used to support emergency preparedness and adaptation scoping over various planning horizons – present day, 2030, and 2070.

MassDOT – FHWA Pilot Project for Climate Change and Extreme Weather Vulnerability Assessments and Adaptation Options of the Central Artery
Technical Lead, Geospatial Analysis
GIS analyst on a technically advanced, leading-edge pilot project for the Federal Highway Administration evaluating vulnerability to sea level rise and extreme weather events for the Central Artery in Boston, MA using a highly resolved, numerical processes model. Contributed to the development of a geodatabase of infrastructure assets for vulnerability assessment and evaluation of adaptation options. Performed model post-processing and QA/QC, and prepared asset vulnerability maps to support vulnerability assessment, emergency response planning, and adaptation planning.

CTDOT SEIS for the Designation of Dredged Material Disposal Site(s) in Eastern Long Island Sound
Project Manager
Collaborated with partners at Louis Berger and the University of Connecticut to develop the Supplemental EIS evaluating dredged material disposal site alternatives in Eastern Long Island Sound. Developed analyses of sediment toxicity and bioaccumulation, calculated a dilution criterion for ocean disposal suitability from suspended particulate phase toxicity tests, and authored relevant sections of the SEIS.

Sesuit Harbor Use and Capacity Study
Project Manager
Lead a team of engineers, marina development advisors, and landscape architects in the preparation of a master plan for a municipal marina in Dennis, MA. Analyzed current use and capacity, land and water assets, harbor regulations and by-laws, fee structure, and marina operations and maintenance. Provided the Town with recommendations and cost estimates for land and water improvement design alternatives, and recommendations for changes to administrative and capital processes, to support the safe and efficient operation of the harbor.

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KEY PROJECTS (CONTINUED)

Boston Coastal Climate Change Adaptation and Engineering Alternatives
Technical Lead, Geospatial Analysis
Developed a range of sea level rise and storm surge scenarios using LIDAR data and a customized GIS connectivity analysis to evaluate potential risk to property and critical infrastructure. Supported the development of preparedness plans and engineering adaptations for two sites in Boston – Long/Central Wharves and UMass Boston, which were presented in the Boston Harbor Association's "*Preparing for the Rising Tide*" report.

Groton (CT) Coastal Climate Change Adaptation and Engineering Alternatives
Technical Lead, Geospatial Analysis
Worked with Battelle Ocean Sciences and the University of Southern Maine on assessing the impacts of climate change on coastal communities of Groton, Connecticut. Specifically, the regions of Groton Long Point and the infrastructure surrounding the Mystic River were evaluated. The evaluation included the impacts of sea level rise and storm events on potential flooding using LIDAR data and a customized GIS connectivity analysis. For each location, supported the development of conceptual designs for engineering adaptation alternatives. The alternatives ranged from management approaches (e.g., evacuation, floodproofing of structures, etc.), to soft-engineering options (e.g., beach nourishment, creation of wetlands, etc.), to more significant hard engineering structures (e.g., modular seawalls, revetments, tide gates, hurricane barriers, etc.).

Seagrass Restoration Optimization Strategies in a Changing Climate: Southern New England and New York
Environmental Scientist
Evaluated the interactive effects of multiple stressors (eutrophication, climate-induced heat stress, sea-level rise-induced light reduction) on the potential success of future seagrass conservation and restoration efforts. Assisted in the development of a database cataloguing relevant characteristics of 170 embayments from Long Island to Cape Cod – including estuarine area and volume, estuarine flushing time, watershed nitrogen loading, sediment physical characteristics, and extent of current or historical seagrass. Contributed to nitrogen loading analyses for twenty selected embayments and ranked overall risk to stressors. The Nature Conservancy uses this tool to prioritize investments in restoration projects, adjoining land preservation, and local changes in policy and planning.

Ecological Risk Assessment in a Tidally Influenced Freshwater Wetland and Creek in Fairfield (CT)
Environmental Scientist
Conducted a baseline ecological risk assessment for a former metals facility in Connecticut. Planned and led field investigations, managed data analysis, and authored risk characterization report. The analysis included modeling risks to ecological receptors in the wetland and creek from metals and polycyclic aromatic hydrocarbons.

Ecological Risk Assessment in a Riparian Environment in Canton (MA)
Project Manager/Environmental Scientist
Conducted a Stage I and Stage II ecological risk characterization for a former rubber and vinyl tape facility in Massachusetts. Planned and led field investigations, managed data analysis, and authored risk characterization

KEY PROJECTS (CONTINUED)

report. The analysis included modeling metals and polycyclic aromatic hydrocarbons in fish and plant tissue from sediment concentrations.

Eastham (MA) Conservation Land Inventory and Analysis
Project Manager
Conducted an inventory of conservation land in Eastham, including private, municipal, and nonprofit land trust-owned parcels. Reviewed Registry of Deeds documents and relevant Massachusetts conservation law to supplement parcel data with information on the date, method and purpose of protection, the custodian of the protected land, the level of protection, and the existence of wetlands, unrestricted areas, or building envelopes. The work product included a database of conservation land which is hyperlinked to all Registry of Deeds and Town of Eastham documents relevant to the conservation restrictions and readily appended to the Town's GIS system. The analysis included recommendations for increasing the level of protection on conservation lands.

Yale Community Carbon Fund Calculator
Technical Lead, Transportation and Solid Waste Emissions
Developed a greenhouse gas emissions model for the Yale Office of Sustainability to calculate emissions related to travel, commuting, and events associated with the Yale University community. The calculator is a web-based application which includes integrated explanatory text and a standalone report on methodology. The tool enables members of the community to determine the appropriate quantity of emissions to offset with an online donation to the Yale Community Carbon Fund, which supports carbon mitigation projects for organizations and low-income households in New Haven.

Long Island Sound Dredged Materials Management Planning
Environmental Scientist
Conducted a review of literature on dredge materials management and environmental data for Long Island Sound. Reviewed potential sites throughout the Sound for alternative placement of dredge materials – including beach nourishment via direct placement, upland beneficial use, shoreline confined disposal, and nearshore placement for beach nourishment and shoreline protection. Reviews of alternatives included site visits and desktop review (in an ArcGIS environment) based on spatial analysis of environmental, physical, cultural, and infrastructure impacts of project development. Prepared a synthesizing report in support of the USACE's Dredged Materials Management Plan for Long Island Sound.

Delaware Estuary Regional Sediment Budget
Technical Lead, Geospatial Analysis
Performed an estuary-wide analysis of historical shoreline change to derive a sediment source term for the fine sediment budget. Using synoptic historical shoreline data and sediment properties data for the wetland coast, calculated the surface area of the estuarine shore lost and gained between the 1880s and 2008, as well as the mass of mineral or organic sediment produced through time. The time-averaged rate of sediment production by shore erosion was then used for the sediment budget analysis, prepared for the USACE Philadelphia District.

KEY PROJECTS (CONTINUED)

Shoreline Change Analyses for Private Properties on Long Island
Technical Lead, Geospatial Analysis
Conducted numerous quantitative spatial analyses of shoreline and dune movement over time in support of Coastal Erosion Hazard Area evaluations in New York. Analyzed multiple historical aerial photographs to digitize the shoreline and calculate long-term rates of change along transects through the beach and dune. Summarized results and recommended changes in the delineation of resource areas based on review of the data with respect to the New York State Coastal Erosion Management Regulations.

New Bedford Harbor Superfund Site
Environmental Scientist
Data analysis and technical reporting in support of Remedial Investigation and Feasibility Study for New Bedford Harbor Operable Unit #3. Analyzed sediment and tissue chemistry data along with toxicity tests and benthic community data to support management decisions in areas outside the harbor. Supported the development of the ecological risk assessment, which was submitted to USACE and USEPA.

Greenhouse Gas Impacts Modeling for a New York Real Estate Development Environmental Review
Project Manager/Technical Lead, Greenhouse Gas Assessment
Developed a greenhouse gas model to evaluate the impacts of multiple development alternatives for a proposed socially- and environmentally-conscious resort and residential community development's Environmental Impact Statement under the New York State Environmental Quality Review process. Prepared summary tables and text for the EIS submittal as well as a full report documenting the methodology and results.

Greater Dwight Development Corporation Neighborhood-Scale Sustainability Master Plan
Environmental Planner
In collaboration with the Yale Urban Design Workshop, developed a neighborhood-scale sustainability plan for a nonprofit community-based development organization in New Haven, CT. The master plan included spatially-informed sustainability metrics (carbon, water, air pollution, greenspace, social, etc.) and suggested projects for continuous improvement.

Materials Flow Analysis on the Island of O'ahu
Environmental Scientist
Researched and prepared report on material flows in the sectors of imports, exports, and natural resource extraction on the island of O'ahu for the Hawaii Community Foundation. The industrial ecology research aggregated available public data and supplemented with phone and field interviews. The report summarized findings and proposed strategies for the optimization of material flows on an isolated island.

PUBLICATIONS AND PRESENTATIONS

Hoffnagle, B, J Famely, T Wickwire, T O'Shea, V Antil. 2017. Poster Presentation: The Use of a Coastal Vulnerability Assessment to Prioritize Habitat Adaptation Strategies in Response to Future Climate Change. Cape Cod Natural History Conference, Barnstable, MA. March 11, 2017.

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PUBLICATIONS AND PRESENTATIONS (CONTINUED)

Wickwire T.W. and J. Famely. 2016. The Value of GIS and the Ecological Risk Framework for Analyzing Climate Vulnerability of Ecological Assets. ECO: Environmental Coastal and Offshore, October 2016; 18-22.

Bain, A., N. Caruso, J. Famely, R. Herzl, and J. Wu. 2009. Master Plan for Nusajaya / Zone B, Iskandar, Malaysia. Yale School of Architecture Retrospecta 08-09.

Famely, J. 2008. Adapting Vernacular Architecture for Sustainable and Restorative Environmental Design Elements. Presented Urban Villages, Inc.

Famely, J., E. Gladek, and C. Ziemba. 2008. Material flows on the island of Oahu: Imports, exports, and resource extraction. New Haven: Yale Center for Industrial Ecology.

Von Stackleberg, K., C. Amos, C. Butler, T. Smith, J. Famely, M. McArdle, B. Southworth, and J. Steevens. 2006. Screening Level Ecological Risk Assessments of Some Military Munitions and Obscurantrelated Compounds for Selected Threatened and Endangered Species. ERDC-TR-06-11. Engineer Research and Development Center – Construction Engineering Research Laboratory. Champaign, IL.

Famely, J., W.T. Wickwire, and C.A. Menzie. 2005. Assessment and planning approaches in watershed assessment: The embayment eutrophication case study. New England Estuarine Research Society, Spring, 2005 Meeting, Eastham, MA, April 27, 2005.

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M. Leslie Fields, CFM, M.S., B.S.

Coastal Geologist/Marine Environmental Analyst

EXPERTISE

Coastal hazards evaluation, GIS development, environmental impact analyses, coastal wetland delineation, sediment transport analyses, tidal inlet hydrodynamics, nearshore wave propagation analyses, storm surge analyses, and permitting (local, state, and federal).

QUALIFICATION SUMMARY

- Over 33 years of experience in multi-jurisdictional environmental studies
- Specializes in floodplain management, coastal hazards assessments and environmental studies of coastal and marine projects, including resource and existing conditions surveys, impact analyses, flood zone mapping, and mitigation/restoration planning for climate change
- Extensive experience with local, state, and federal permitting of coastal projects
- Experience with field data collection of sediments, water, plants, fish, and benthic infauna for environmental studies, and with laboratory services required to analyze such samples
- Skilled at utilizing GIS and database technology to display and analyze spatially related data for coastal and marine projects
- Strong written, communication, and organizational skills, including expert testimony

WORK EXPERIENCE

1989-Present	Woods Hole Group, Inc., Senior Coastal Geologist
2003-2004	Massachusetts Coastal Zone Management, Special Project Scientist and GIS Analyst
1984-1989	U.S. Army Corps of Engineers, CERC, Coastal Scientist
1981-1984	Rutgers University, Teaching and Research Assistant
1980-1981	Sun Energy and Development Co., Intern

Education
1984 – M.S.
Coastal Geology
Rutgers University
1981 – B.S.
Geology
Southern Methodist University

Licenses and Registrations
CFM Certified Floodplain Manager, US, Certificate# US-14-07618

Professional Affiliations
N/A

Publications & Presentations
66

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KEY PROJECTS

Environmental Review and Coastal Permitting for General Dynamics, Electric Boat Corporation, Groton, CT – Coastal Geologist and Environmental Analyst
Worked on a project for General Dynamics, Electric Boat Corp. (EB) to provide environmental assessment services required for Connecticut DEEP, US Army Corps of Engineers, and Federal Consistency permitting for improvements to EB's South Yard facility to support construction of a new class of submarine for the US Navy. Improvements included landside and in-water work, including a waterfront deck structure to support an assembly building, a floating dry dock and sinking basin that required dredging 984,000 cubic yards of material. This work included evaluation of project impacts on wetlands, benthic habitat, fisheries, water quality, tidal circulation, as well as review of sediment chemistry, bioaccumulation, bioassay, and elutriate chemistry data to evaluate ecological and human health risks associated with dredging and dredge material disposal. A dredge material management plan was also prepared to evaluate alternatives for placement of the dredged sediment.

Technical Review of FEMA's Southwest Florida Risk MAP Process for Lee County, FL – Project Manger
Managed a multi-year project to provide technical review of FEMA's Risk MAP development process for Lee County, FL. The work included review of the Coastal Discovery Report, Intermediate Data Submittal Reports #1 through #5, and FEMA's Work Maps. The Woods Hole Group team is presently reviewing the ADCIRC/SWAN modeling, CHAMP database and associated modeling, wave runup and overtopping calculations, and the FEMA Preliminary FIRMs. The technical reviews evaluated the assumptions and decisions made by FEMA and FEMA's contractors to develop the Risk MAP products, identification of issues with the methods employed, including the application of coupled numerical models for evaluating base flood levels, hydrodynamics, and wave impacts. Results from evaluation of the Preliminary FIRMs will be used to determine whether an appeal is warranted.

Technical Evaluation of Preliminary FEMA FIRMs for the Cities of Boston, Revere, Chelsea, and Town of Revere, MA – Project Manager
Managed projects for the Cities of Boston, Revere, Chelsea and the Town of Revere to perform coastal hydrologic and hydraulic evaluations of preliminary FEMA FIRMs released in 2013. The work included assessment of 100-yr stillwater elevations, offshore wave conditions, and wave setup criterion utilized by FEMA in the coastal modeling. Woods Hole Group worked with the communities to select specific transects for detailed evaluation using FEMA's models and methods for erosion, PFD delineation, overland wave transformation, wave runup, and overtopping. Results from the analyses were used as the basis for appeals of the Preliminary FIRMs to FEMA. The appeals were approved and revised FIRMs were issued in March 2016.

Technical Evaluation of Preliminary 2013 FEMA FIRMs for the Towns of Scituate, Marshfield, and Duxbury, MA – Project Manager
Managed projects for the Towns of Scituate, Marshfield, and Duxbury to perform coastal hydrologic and hydraulic evaluations of preliminary FEMA FIRMs released in May 2013. The work included assessment of 100-yr stillwater elevations, offshore wave conditions, and wave setup criterion utilized by FEMA in the coastal modeling. Woods Hole Group worked with the communities to select specific transects for detailed evaluation using FEMA's models and methods for erosion, PFD delineation, overland wave transformation, wave runup, and overtopping. The work was performed on an accelerated schedule and resulted in an appeal to FEMA for revisions the FIRMs. The appeals were approved and revised FIRMs were issued in November 2016.

KEY PROJECTS (CONTINUED)

Technical Evaluation of Preliminary 2013 FEMA FIRMs for areas in Barnstable County, MA – Project Manager
Managed three (3) separate projects in Barnstable County to perform coastal hydrologic and hydraulic evaluations of preliminary FEMA FIRMs released in May 2013. The work included sites in the Towns of Chatham, Barnstable, and Falmouth. Elevations for the 100-yr stillwater conditions, offshore wave conditions, and wave setup criterion utilized by FEMA in the coastal modeling were evaluated. FEMA's models and methods for erosion, PFD delineation, overland wave transformation, wave runup, and overtopping were used to assess the 100-yr flood conditions at each site. Results from the analyses indicated that an appeal of the preliminary FIRMs was warranted for the Chatham site, but not for the sites in Barnstable or Falmouth. The Chatham appeal was accepted by FEMA and the map revisions were reflected in the Effective FIRMs.

Nauset Estuary Dredging Feasibility Assessment – Project Manager
Managed a project for the Town of Orleans, MA to evaluate the feasibility of dredging a navigation channel in Nauset Estuary for improved access between the town landings and mooring fields and the Atlantic Ocean. The feasibility of establishing a dredging program for the estuary was evaluated based on environmental impacts, expected project lifetime, costs and schedule for environmental permitting, and costs for project construction.

Risk and Vulnerability Assessment for the Martha's Vineyard Hospital, Oak Bluffs, MA; Board of Trustees MV Hospital and MV Commission - Project Manager/Floodplain Analyst
Managed and conducted an extensive risk and vulnerability assessment for reconstruction of the Martha's Vineyard Hospital. The analysis considered risks of the existing hospital site to various natural hazards including storm surge, flooding, wind, snowfall, wildfire, coastal erosion, sea-level rise, and earthquakes. Vulnerability of the site and impacts to critical hospital services were considered. Results from the risk and vulnerability analysis were used to provide recommendations for reconstruction of the hospital facilities.

Town of Palm Beach Technical Review of Proposed Coastal Management Program; Town of Palm Beach – Coastal Geologist
Worked on the WHG team to conduct a technical review of the Palm Beach CCMP. Reviewed a broad range of reference documents and data describing the history of coastal management and coastal processes at Palm Beach. Developed island-wide recommendations for inlet management, evaluation of beach nourishment project performance and feeder beach strategies, sand source alternatives, maintenance of coastal structures, and protection of hardbottom resources. A selection of shore protection alternatives were also evaluated in terms of performance and value to help formulate recommendations for improved coastal management.

Long Island Sound Dredged Material Management Plan (LISDMMP) Potential Dredged Material Containment Sites and Investigation of Nearshore Placement Sites for Materials Suitable for Beneficial Use as Nourishment – Environmental Scientist
Worked with a team of Woods Hole Group scientists to assess candidate sites in the Long Island Sound area for disposal of dredged materials from surrounding waterways. The assessments evaluated capacity for dredged material, preliminary engineering design, and potential environmental and community impacts. Site types included Confined Aquatic Disposal sites, nearshore Confined Disposal Facilities, Island Confined Disposal

KEY PROJECTS (CONTINUED)

Facilities, and nearshore placement sites. Potential impacts to cultural, infrastructure, physical, and environmental resources were assessed on a site by site basis.

Investigation of Upland, Beneficial Reuse, and Sediment Dewatering Sites for Dredged Materials Management in Long Island Sound; US Army Corps of Engineers – Environmental Scientist
Conducted investigations at 104 upland, beneficial reuse, and sediment dewatering sites for potential dredged materials management in the Long Island Sound area. Site summaries provided information on general location, ownership, surrounding land use, zoning, wetland resources, proximity to habitat for rare and endangered species, sediment type, site access, and staging areas. Conceptual engineering designs were evaluated and site capacities were determined.

Management of the New Bedford Harbor Superfund Site Environmental Management Information System; US Army Corps of Engineers – Project Manager
Served as project manager for the New Bedford Harbor superfund site information system containing environmental measurements and geographic information generated for contaminant identification, delineation, and regulatory compliance during the Corps remediation activities. The information management system incorporates an Oracle environmental database, a web-based front-end that provides data access for project team members, and data management methods and procedures for quality assurance and data validation. The database holds over 300,000 analytical, biological, toxicological, and geotechnical results generated by a team of field and laboratory contractors.

Comprehensive 10-Yr Permitting for Town of Falmouth Dredging and Beach Nourishment Projects; Town of Falmouth – Project Manager
Managed a project for the Town of Falmouth Harbormaster and Department of Public Works offices to secure comprehensive 10-yr permits for dredging and beach nourishment throughout the town. The purpose of the project was to consolidate and manage environmental permits for 25 dredging and beach nourishment sites associated with maintenance of the Town's waterways, harbors, salt ponds, and public beaches. The work involved sediment sampling and analyses, wetland delineation, impact analyses, plan preparation, and permitting. Applications were secured from the appropriate local, state, and federal agencies.

Coordination, Design, and Permitting for the Vineyard Haven Harbor Dredging and Beach Nourishment Project; Town of Tisbury- Project Manager/Coastal Scientist
Coordinated, designed, and permitted a dredging and beneficial reuse beach restoration project in Vineyard Haven Harbor, Martha's Vineyard. Shoaling at the western entrance to Vineyard Haven Harbor created problems for navigation and threatened water quality in the Inner Harbor. Sandy dredge material was permitted for restoration of critically eroded beaches. Work on the project included preparation and filing for the full range of environmental permits from local, state, and federal agencies.

KEY PROJECTS (CONTINUED)

Evaluation of Beach Replenishment Alternatives for Narragansett Beach, Rhode Island; Town of Narragansett – Project Manager/Coastal Scientist
Managed a project to evaluate a range of alternatives for beach replenishment at Narragansett Town Beach. Erosion of the beach has historically been managed by trucking in small quantities of sand immediately prior to the summer beach season. The Town was interested in identifying longer-term solutions that would enhance the recreational resource and provide improved storm damage protection. This project evaluated quantities of sand needed for various beach nourishment scenarios involving different berm widths, elevations, nearshore slopes, and beach lengths. Levels of storm protection and project performance were evaluated. Potential sand sources and associated construction costs were also identified, and permitting requirements were addressed.

Development of a Plan to Address Beach Erosion at Chapin Beach, Dennis, MA; Town of Dennis – Coastal Geologist
Worked to develop a plan addressing long-term erosion at the Town of Dennis public beach area known as Chapin Beach. Concern over high erosion rates along the barrier beach prompted the Town to commission a study of causes and potential remedial actions. The work involved mapping of critical resources, analysis of historical shoreline change, investigation of site specific erosion processes, as well as an analysis of alternatives for mitigating the erosion. Planning level cost estimates and regulatory requirements for a series of recommended solutions were identified.

Preparation of a Waterways Asset and Resources Master Plan for Dredging and Beach Nourishment for the Town of Dennis, MA; Town of Dennis – Project Manager/Coastal Scientist
Documented existing conditions and management practices at the four waterways and eight primary public beach sites within the Town of Dennis. The project resulted in a master plan for dredging activities in the waterways, as well as associated beach nourishment to restore the public coastal resources. Available information from town records and permit documents was used to evaluate dredging needs and environmental resources in the different waterways. The beach sites were evaluated using a combination of information from town records, permit documents, State and Federal agencies, and survey data collected specifically for this study. Recommendations were developed and prioritized for improved management of the Towns waterways and beach resources.

Beach Management Plan for Town of Falmouth Public Beaches; Office of the Town Manager and Falmouth Beach Committee - Project Manager/Coastal Scientist
Managed and prepared a comprehensive Beach Management Plan for 10 public beaches in the Town of Falmouth. The project involved collection of beach profile data, sediment analyses, resource area delineations, and infrastructure assessments. Dominant coastal processes, directions of sediment transport, historical shoreline change, and history of human alterations were all addressed. Recommended management activities were provided for infrastructure maintenance, beach monitoring, routine maintenance, restoration activities, education, enforcement, and fund raising. Results from the Beach Key Projects Management Plan were used to file for and secure a local permit from the Falmouth Conservation Commission for a number of the recommended management activities.

KEY PROJECTS (CONTINUED)

Coordination, Design, and Permitting for the Menauhant Beach and Dune Restoration Project, East Falmouth, MA; Town of Falmouth - Project Manager/Regulatory Specialist
Coordinated, designed, and permitted a beneficial reuse dune and beach restoration project at Menauhant Beach in East Falmouth. Through extensive interagency coordination and cooperation, the Town of Falmouth was able to secure sand from a nearby dredging project that created a deepwater port in Great Harbor Woods Hole for a new NOAA research vessel. Dredged sand was dumped at a temporary, nearshore rehandling site offshore of Menauhant Beach, and then hydraulically pumped to Menauhant public beach to form a protective dune. The project required the full range of environmental permits from local, state, and federal agencies. Coordination between local Town of Falmouth representatives, DEP regulatory officials, the Barnstable County Dredge office, NOAA, and USACE project managers was required to construct this beneficial reuse project.

Environmental Impact and Risk Assessments for Proposed Natural Gas Pipelines Offshore of Trinidad and Tobago; National Gas Company of Trinidad and Tobago Limited - Project Manager/Environmental Analyst
Managed a large-scale environmental impact and risk assessment project for two proposed natural gas pipelines offshore of Trinidad and Tobago. The work involved extensive field data collection and laboratory analysis of oceanographic, coastal, and terrestrial data. Detailed descriptions of the projects were provided along with alternatives analyses, existing conditions reports, and environmental impact analyses. Recommendations were provided to the project applicant and the regulatory agencies of Trinidad and Tobago for minimizing adverse impacts and for long-term monitoring.

Analysis of Historical Shoreline Change and Management Alternatives for Nauset Beach, Orleans, MA; Orleans Parks and Beaches Department - Project Manager/GIS Analyst
Managed and performed a comprehensive analysis of shoreline change and management alternatives for Town of Orleans public beach areas located on Nauset Beach. The project involved a quantitative analysis of historical shoreline change using ArcGIS, as well as an analysis of barrier breaching and inlet formation. Results from the study were utilized to develop recommendations for short- and long-term management of the public beach facilities and the extensive off-road vehicle trails and barrier spit to the south.

Design, Environmental Impact Analysis and Permitting for Chapoquoit Beach Replenishment, West Falmouth, MA; Chapoquoit Associates - Project Manager/Coastal Geologist
Managed a large private/public partnership project to replenish eroding beaches along the Chapoquoit Beach section of West Falmouth, MA using sand dredged from the Cape Cod Canal by the US Army Corps of Engineers. The project involved detailed design computations for the replenishment, as well as wave and sediment transport modeling to evaluate spreading and potential impacts of the project. Extensive project management was required to facilitate permitting on a fast track basis and to coordinate construction with the USACE's schedule.

KEY PROJECTS (CONTINUED)

Design, Environmental Impact Analysis, and Permitting for the Centerville River Dredging Project, Centerville, MA; Town of Barnstable - Project Manager/Coastal Geologist
Managed a large-scale municipal project to dredge the Centerville River for the purposes of improving navigation. This project involved extensive field investigations of the physical environment, biology, wetland resources, and sediments within the river. The nature of the sediments required identification of two types of reuse sites for the dredged material. The design included beach replenishment at the adjacent barrier beach for the sand sized material, and a variety of upland reuse sites for the fine-grained sediments. The project required the full range of environmental permits from local, state, and federal agencies.

Design, Environmental Impact Analysis, and Permitting for the Mashpee River Dredging Project, Mashpee, MA; Town of Mashpee - Project Manager/Coastal Geologist
Managed a large-scale municipal project to dredge the Mashpee River for the purposes of improving navigation. This project involved extensive field investigations of the physical environment, biology, wetland resources, and sediments within the river. A detailed alternatives analysis was performed to identify potential dewatering and beneficial reuse sites. The fine-grained nature of the proposed dredge sediments coupled with the lack of nearby staging sites for dewatering and storage has presented a number of unique and difficult challenges to this project. The WHG is currently working with the Town of Mashpee to identify and scope several alternative technologies for dredging and dewatering the sediments.

Federal Emergency Management Agency (FEMA) Flood Insurance Restudy for the Town of Hampton, NH, FEMA - Project Manager/Coastal Geologist
Performed and managed a Flood Insurance Restudy (FIS) for the Town of Hampton, NH. This project involved updating the FEMA Flood Insurance Rate Maps (FIRM) for the Town of Hampton by re-establishing the flood zone boundaries. Numerical models were utilized to simulate nearshore wave transformation and wave runup, and were combined with estimates of erosion potential to determine the location of the flood zones. The FIRMs were updated using quantitative information on waves, wave runup, and flooding, and were graphically displayed using GIS techniques.

Assessment of Sand Resources in Northern and Central San Francisco Bay, CA; Hanson Aggregates - GIS Analyst
Worked with a team of WHG professionals to assess sand resources in Northern and Central San Francisco Bay, and to evaluate Hanson Aggregate and RMC leased sand borrow regions to determine their viability as a renewable sand resource. The work was accomplished using available hydrodynamic, geophysical, sediment, and geological data as well as digital terrain modeling tools available with the GIS software ArcInfo. Historical changes in bottom topography were evaluated using an acoustic survey of the bedrock surface, coupled with NOS bathymetric surveys and a high resolution multibeam survey collected by the USGS. Isopach maps showing changes in sediment thickness were generated and used to compute variations in sediment volume within specified borrow sites.

KEY PROJECTS (CONTINUED)

Historical Shoreline Change Analysis: Western Town Line to Horton Point, Southold, NY, Town of Southold - Project Manager/Coastal Geologist
Managed and performed a comprehensive historical analysis of a 10-mile segment of shoreline within the western portion of the Town of Southold, NY. The analysis was performed using historical T-sheets, traditional aerial photography, and low-altitude, high-resolution digital photography. Rates of shoreline change were computed at 100-ft intervals throughout the study area. The impacts of shoreline protection structures and storms on the historical rates of shoreline change were evaluated. Estimates of longshore sediment transport rates were obtained from the shoreline data.

Beach Nourishment Design, Permitting, and Oversight at Long Beach, Centerville, MA, Long Beach Association, Inc. - Project Manager/Coastal Geologist
A beach nourishment project was designed and permitted at Long Beach, Centerville, MA to alleviate long-term erosion of the shoreline and to provide improved storm damage protection and flood control. The beach was designed with a berm elevation of +9 ft MLW and a width of 100 ft. Sediment was dredged from shoals seaward of the East Bay tidal inlet, and hydraulically pumped to Long Beach. Approximately 2,100 ft of beach was nourished with 60,000 cubic yards of clean, compatible sand. This was a multi-disciplinary project involving analysis of coastal processes, environmental sensitivity, coordination with regulatory officials and marine contractors, and management of project funds.

Federal Emergency Management Agency (FEMA) Flood Insurance Restudy for the Town of Greenwich, CT, FEMA - Project Manager/Coastal Geologist
Performed and managed a Flood Insurance Restudy (FIS) for the Town of Greenwich, CT. This project involved updating the FEMA Flood Insurance Rate Maps (FIRM) for the Town of Greenwich by adding the effects of wave runup to the designation of flood zone boundaries. Numerical models were utilized to simulate nearshore wave transformation and wave runup, and combined with estimates of erosion potential to determine the location of flood zones. The FIRMs were updated using quantitative information on waves, wave runup, and flooding, and were graphically displayed using GIS techniques.

Sediment Transport Study - Evaluation of Causeway on Coastal Processes, Westport, MA, Massachusetts Department of Environmental Management - Coastal Geologist
Team member involved in a comprehensive evaluation of regional sediment transport processes along Horseneck Beach, Gooseberry Neck, East Horseneck Beach, and Little Beach in the Towns of Westport and Dartmouth, MA. Sediment transport patterns and alternatives for beach stabilization were evaluated along with various management and engineering alternatives for the causeway connecting Gooseberry Neck to the mainland. The historical evolution of the coastal system was evaluated, and an analysis of shoreline change was performed using historical maps and aerial photography. A combination of field data and numerical modeling was used to provide a detailed evaluation of the littoral processes. Nearshore wave transformation was modeled to provide the necessary data to drive the longshore sediment transport model. Cross-shore sediment transport was also modeled and combined with the longshore sediment transport model results to provide an estimate of the net annual longshore sediment transport.

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Adam J. Finkle, M.S., P.W.S., C.E.R.P

Coastal Scientist

EXPERTISE

Ecological restoration, coastal bank stabilization, erosion control, beach nourishment, dune enhancement, wetland resource area delineation, eelgrass surveys, native plant identification, invasive plant management, restoration planting plan development, mitigation plan development, bioengineering design and implementation, construction management.

QUALIFICATION SUMMARY

- 10 years of experience in the coastal sciences.
- Design, implementation, and construction management of large-scale ecological restoration and coastal resiliency projects throughout New England.
- Design, implementation, and construction management of coastal bank stabilization, dune enhancement, beach nourishment, salt marsh enhancement, and native planting projects.
- Construction site supervision and project management to ensure client satisfaction with project deliverables.
- Identification and delineation of coastal and freshwater wetland plant communities and resource areas.
- Development and implementation of invasive plant management plans.
- Development of site restoration, mitigation, and monitoring plans.
- Collaboration with project engineers, consulting teams, state and municipal officials.

WORK EXPERIENCE

2016 – Present	Coastal Scientist, Woods Hole Group, Inc.
2015 – 2016	Assistant Project Manager, SumCo Eco Contracting
2013 – 2015	Environmental Technician, Wilkinson Ecological Design
2010 – 2013	Research Assistant and Collaborator, *Plant-Pollinator Dynamics in Bahamian Coastal Communities*, The Ohio State University & Siena College
2009 – 2011	Teacher – Naturalist, National Environmental Education Development Collaborative

Education

2013 – M.S.
Sustainability Science
University of Massachusetts Amherst
2009 – B.S.
Biology
Siena College

Licenses and Registrations

Professional Wetland Scientist
PWS No. 2960

Certified Ecological Restoration Practitioner
CERP No. 0231

Rutgers University Wetland Delineation Certificate

Massachusetts Certified Invasive Plant Manager

Massachusetts Licensed Herbicide Applicator

Hoisting Engineer (MA, RI)

OSHA HAZWOPER

PADI Scuba Certification

Publications & Presentations

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KEY PROJECTS

Mattapoisett Neck Road Flood Resiliency CZM Grant, Project Manager, Coastal Scientist

Worked with the project team, town officials, public, and private stakeholders to assess the vulnerability of Mattapoisett Neck Road in the Town of Mattapoisett. Developed site-specific inundation maps and figures to better understand future nuisance and storm-induced flood risk. Developed conceptual, nature-based, living shoreline alternatives to improve the resilience of roadway side slopes. Hosted and present at a series of public meetings and online forums (ongoing).

Eastham Targeted Vulnerability of Low-Lying Roadways CZM Grant, Project Manager, Coastal Scientist

As project manager, worked closely with the municipal project team to assess the vulnerability of (4) low-lying roadways in the Town of Eastham. Developed Town-wide and site-specific inundation maps and figures to prioritize between the (4) sites and better understand risk associated with present day and future sea level rise scenarios and coastal storm impacts. Drafted conceptual alternatives to improve the resilience of roadway side slopes to coastal impacts. Engaged local stakeholders through a series of public meetings, online publications, and newspaper articles to keep the public abreast of municipal resiliency planning efforts.

Orleans Dredge Purchase Feasibility Study, Project Manager, Coastal Scientist

As project manager, worked with the Town Dredge Advisory Committee to determine the feasibility of owning and operating municipal dredging equipment in the Town of Orleans. Compiled sediment quantity and quality datasets to determine the current and future need for dredging in the Town of Orleans. Developed a financial model to evaluate dredging equipment alternatives to complete municipal dredging projects. Facilitated (2) site visits to view Barnstable County dredging equipment and operations and view Town of Edgartown municipal dredging equipment and operations. Facilitated informational meetings between the Orleans Dredge advisory board, Barnstable County officials, and Town of Edgartown municipal dredge team.

Duxbury Beach Dune Enhancement CZM Resiliency Grant Project, Duxbury, MA, Construction Manager

Facilitated the implementation of 76,000 tons of beach compatible upland sand to increase the resilience of existing 3,600 linear foot barrier dune system at Duxbury Beach Reservation. Provided construction oversight during mobilization, sand import, grading, sand fence installation, and revegetation. Worked closely with project partners, State officials, and stakeholders throughout construction phase. Provided updates via weekly construction monitoring reports.

Nauset Beach Phased Retreat Project, Orleans, MA, Construction Manager

Facilitated the implementation of 27,000 tons of beach compatible upland sand to increase resilience of existing resource area and buffer adjacent upland infrastructure from coastal storm impacts. Provided construction oversight of asphalt removal, septic tank removal and certification, sand import and grading, and installation of restoration plantings. Documented progress through weekly construction monitoring reports. During planning phase, developed alternatives for relocation and/or replacement of historic buildings and infrastructure located within coastal resource areas.

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KEY PROJECTS (CONTINUED)

East Harbor Tidal Restoration Project, Truro, MA, Coastal Scientist

Conducted pre-construction resource area delineations and developed and performed vegetation monitoring assessments for joint Town of Turo – NRCS culvert replacement project designed to reestablish tidal flow between Cape Cod Bay, Moon Pond, and East Harbor. Monitoring to continue at 1-, 3-, and 5-years post-construction to evaluate the factors leading to the successful or delayed achievement of project goals and objectives.

Blaney Point Revetment Reconstruction Project, Yarmouth, ME, Coastal Scientist, Construction Manager

Drafted adaptive management report for Blaney Point, Yarmouth, ME, including recommendations for revetment reconstruction, coastal bank stabilization measures, and living-shorelines approaches for the parcel. Supervised the reconstruction of a 500 l.f. sloping rock revetment. Drafted restoration and revegetation protocol for the site and facilitated the implementation of coastal bank stabilization measures and coastal salt tolerant vegetated buffer in concert with revetment reconstruction.

Eagle Neck Creek Tidal Restoration Project, Truro, MA, Coastal Scientist

Conducted pre-construction resource area delineations and performed vegetation and sediment monitoring assessments for joint Town of Turo – NRCS culvert replacement project designed to reestablish tidal flow between Cape Cod Bay, Pamet Harbor, and Eagle Neck Creek. Monitoring to continue at 1-, 3-, and 5-years post-construction to evaluate the factors leading to the successful or delayed achievement of project goals and objectives.

Lake Tashmoo Town Beach Nourishment Project, Tisbury, MA, Construction Manager

Supervised dredging and beneficial reuse of 14,000 tons of beach compatible sand from Lake Tashmoo to reconstruct a more resilient beach profile on adjacent Town Beach. Worked with Edgartown Municipal Dredge crew to establish and maintain dewatering and placement areas throughout construction phase. Conducted bi-weekly site inspections to monitor progress and placement of dredged material. Worked with dredge crew to establish and certify final grades.

Great Pond Herring Run Restoration, Eastham, MA, Project Manager, Coastal Scientist

As project manager, worked with NRCS Staff, MA DMF scientists, and Town officials to develop alternatives for culvert replacement and herring run restoration under Great Pond Road, Eastham, MA. Developed alternatives for stormwater management and mitigation with project partners and conducted comprehensive wetland delineation to assist with permitting efforts. Prepared NOI for Ecological Restoration permitting documents for submittal (ongoing).

Town of Eastham Harbor and Waterways Planning, Eastham, MA, Project Manager, Coastal Scientist

As project manager, attended public meetings and facilitated table discussions to solicit feedback on Municipal Harbor and Waterways Plan priorities. Conducted formal field investigations and engineering assessments at (3) Town landings and (1) harbor location. Developed recommendations for improvements to existing infrastructure and municipal assets located at each site and alternatives for improved resilience to climate impacts.

KEY PROJECTS (CONTINUED)

Town of Edgartown MVP Certification, Edgartown, MA, Coastal Scientist, Facilitator

Facilitated table discussions with Town officials and public stakeholders during day-long MVP Certification Workshop. Identified and categorized vulnerable municipal assets, resource areas, and infrastructure. Developed and prioritized action items to address vulnerabilities, adapt to climate impacts, and improve resilience.

Shark Mitigation Alternatives Analysis, Chatham, MA, Project Manager, Coastal Scientist

As project manager, facilitated series of working group meetings with Outer Cape Regional Shark Working Group representatives, Town administration, and Cape Cod National Seashore management. Formally reviewed technology, barrier, and biological-based alternatives to mitigate shark-human interaction. Analyzed alternatives within the context of ocean, bay, and estuarine beaches characteristic of outer Cape Cod. Prepared technical report and executive summary fact sheets.

Improvements to Mill Pond Road, Orleans, MA, Project Manager, Coastal Scientist

Conducted salt marsh delineation to provide update to existing conditions plan. Developed recommendations for coastal bank stabilization, stormwater management, erosion control, and revegetation. Formally reviewed site plans and engineering design details for permitting documents (ongoing).

MVPC North Shore Dredge Purchase Feasibility Study, Haverhill, MA, Project Manager, Coastal Scientist

As project manager, facilitated public stakeholder meetings with Town officials, public safety officials, Massachusetts State Senators, and Massachusetts State Representatives to review project goals and objectives and present results. Reviewed existing datasets to establish estimates of the quantity and quality of sediment found in North Shore waterways. Identified suitable dredging equipment and provided cost estimates for ownership and operation. Developed comprehensive list of recommendations, considerations, and next steps (ongoing).

SMPDC Southern Maine Dredge Purchase Feasibility Study, Saco, ME, Project Manager, Coastal Scientist

As project manager, facilitated public stakeholder meetings with Town officials and public safety officials to review project goals and objectives and present results. Facilitated meeting with Barnstable County Dredge staff and SMPDC staff to review municipal and operational perspectives of regional dredging. Reviewed existing datasets to establish estimates of the quantity and quality of sediment found in southern Maine waterways. Identified suitable dredging equipment and provided cost estimates for ownership and operation. Developed comprehensive list of recommendations, considerations, and next steps. Prepared and presented results in technical report.

Town of Orleans MVP Certification, Orleans, MA, Coastal Scientist, Facilitator

Facilitated table discussions with Town officials and public stakeholders during day-long MVP Certification Workshop. Identified and categorized vulnerable municipal assets, resource areas, and infrastructure. Developed and prioritized action items to address vulnerabilities, adapt to climate impacts, and improve resilience.

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KEY PROJECTS (CONTINUED)

Lighthouse Pond Aquatic Restoration Project, Edgartown, MA, Coastal Scientist

Performed wetland delineations and bathymetric surveys to assist in the development of an ecological restoration plan for Lighthouse Point Pond in Edgartown, MA. The proposed plan includes targeted dredging of in-filled sections of the pond, nourishment of the seaward barrier beach, and restoration of aquatic vegetation bordering the pond. Restoration measures would help to mitigate the loss of open water habitat while removing excess nitrogen from the system, improving water quality, and preserving salt marsh habitat.

Cow Bay Bridge and Causeway Restoration, Edgartown, MA, Coastal Scientist

Developed recommendations to guide development of mitigation and restoration plans following reconstruction of the Cow Bay Bridge and causeway in Edgartown, MA. Delineated coastal wetlands, conducted vegetation assessments, and developed engineering recommendations for restoration, slope stabilization, and mitigation. Assisted in all-aspects of environmental permitting.

Adaptive Land Management Plan for The Knob, Quissett, MA, Project Manager, Coastal Scientist

Developed adaptive land management plan for the Knob, Quissett, MA. Supervised the implementation of adaptive land management activities for Quissett Harbor Preservation Trust and Salt Pond Area Bird Sanctuaries. Improvements included stormwater management along walking paths and on steep coastal banks, beach nourishment, coastal bank stabilization, invasive plant management, and the installation of coastal salt tolerant restoration plantings.

Beach Nourishment and Dune Enhancement- Gaines Way, Edgartown, MA, Coastal Scientist

Monitored the placement of dredged, beach-compatible sand along Fuller Street Beach. Facilitated the implementation of 3,000 cubic yards of upland sand to construct a 270 linear-foot coastal dune to add resilience to vulnerable coastal property. Supervised the implementation of American Beach Grass restoration plantings.

Nauset Estuary Dredging Project, Orleans, MA, Coastal Scientist

Conducted eelgrass survey to inform channel layout and design for improvement dredging in Nauset Estuary. Assisting with Federal NEPA, Army Corps; State MEPA, Chapter 91-Water Quality; and Local NOI permit applications. Coordinating stakeholder meetings to educate public on research findings and improve understanding of project need.

East Harbor Culvert Design and Permitting, Truro, MA, Coastal Scientist

Culvert, installed in 1956, has failed between Route 6A and Route 6, creating a large, amorphous salt marsh. Bordering vegetated wetland has developed along Route 6, where stormwater has impacted local hydrology. Conducted large-scale wetland delineation of salt marsh and bordering vegetated wetland resource areas.

KEY PROJECTS (CONTINUED)

Hospital Cove Salt Marsh Monitoring Program, Bourne, MA, Project Manager, Coastal Scientist

Conducted a salt marsh evaluation of a coastal embayment in Bourne, MA using historic methods to determine if seasonal float storage has a measurable impact on salt marsh vegetation. Presented findings to local Conservation Commission. Worked with homeowners, the local Conservation Commission, and Massachusetts Division of Marine Fisheries to enhance salt marsh monitoring protocol for future use.

Popponesset Spit Dune Enhancement, Mashpee, MA, Coastal Scientist

Supervised the placement of 15,000 cubic yards of beach compatible sand and implementation of American Beach Grass restoration plantings along Popponesset Spit, to increase the elevation of the existing barrier dune, providing greater resilience to coastal properties. Facilitated partnership between Save Popponesset Bay, the Town of Mashpee, MA, and Mass Audubon.

Herring River Station Deployment and Monitoring, Wellfleet, MA, Coastal Scientist

Deployed four (4) water quality and tidal monitoring stations within the Herring River system. Water quality and tidal conditions relayed remotely and published open-source at https://wqdatalive.com/project/view/820.

Hubler Way Design and Permitting, Orleans, MA, Coastal Scientist

Conducted wetland and coastal resource area delineation of Hubler Way property. Property being developed to facilitate phased retreat from Nauset Public Beach through the development of less vulnerable, upland parcel.

Allandale Woods, West Roxbury, MA, Assistant Project Manager, Construction Foreman

Lead Boston Parks and Recreation effort to improve pedestrian access, storm water management, native plant diversity, and trail conditions at Allandale Woods, a 101-acre Urban Wild conservation area located in Boston's West Roxbury neighborhood.

Breakwater Landing Coastal Resiliency and Habitat Restoration Project, Brewster, MA,

Assistant Project Manager, Construction Foreman

Facilitated the implementation of the Massachusetts CZM-funded Town of Brewster Breakwater Landing Coastal Resiliency Project. Removed impervious pavement and relocated 30 parking spaces to a less vulnerable location, reconstructed and restored coastal dune, constructed dry swales and bio-retention areas to mitigate stormwater, implemented native plantings to enhance coastal resource areas.

Muddy River Flood Risk Management and Restoration, Boston, MA Construction Foreman

Implemented a geo-cell system to provide steep slope and channel wall stabilization for the Muddy River Restoration Project. Supervised restoration of historic, native plant communities throughout the project area.

Port Norfolk Remediation and Restoration, Dorchester, MA, Construction Foreman

Served as landscape project foreman and oversaw the implementation of native herbaceous and salt marsh restoration plantings as part of $4.25 million DCR-funded remediation and restoration of 14-acre Neponset River industrial site.

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PUBLICATIONS & PRESENTATIONS

Finkle, A.F. 2021. ***So, You Wanna Buy A Dredge? Exploring Lessons Learned Following 3 Dredge Purchase Feasibility Studies in New England***. 2021 American Shore and Beach Preservation Association National Conference.

Finkle, A.F. 2021. ***Reestablishing Habitat Connectivity Along the Coastal River Continuum.*** Society for Ecological Restoration National Conference.

Finkle, A.F. 2020. ***A Targeted Vulnerability Assessment of Low-Lying Roads in the Town of Eastham.*** 2020 American Shore and Beach Preservation Association National Conference.

Finkle, A.F., Lavallee, K. 2019. ***Upper North Shore Dredge Purchase Feasibility Study***. Massachusetts Statehouse Office of Senator Bruce Tarr; Merrimack River Beach Alliance; Northeast Coastal Coalition.

Finkle, A.F., Morrison, A.T., Buck, M. A., Hamilton, R.P. 2019. ***Outer Cape Shark Mitigation Alternatives Analysis***. Towns of Chatham, Orleans, Eastham, Wellfleet, Truro, and Provincetown.

Finkle, A.F. 2019. ***Mother Nature Erodes Best Laid Plans: Phased Retreat and Lessons Learned at Nauset Public Beach.*** 2019 American Shore and Beach Preservation Association National Conference.

Finkle, A.F. 2018. ***Phased Retreat, Resilience, and Recreation at Nauset Public Beach.*** 2018 American Shore and Beach Preservation Association National Conference.

Finkle, A.F. 2018. ***Beach Nourishment and Dune Enhancement: Adaptation in Action on the Cape and Islands.*** 2018 Environmental Business Council of New England Ascending Professionals Forum.

Finkle, A.F. 2018. ***Beach Nourishment and Dune Enhancement: Effective Adaptation Strategy, or "For the Birds"? Balancing conservation and restoration on the Cape and Islands***. 2018 Mass Audubon Cape Cod Natural History Conference.

Landry, C.L., Elliott, N.B., Finkle, A.J., Kass, L.B. 2013. ***Plant-Pollinator Interactions in Bahamian Coastal Communities***. Caribbean Naturalist.

Finkle, A.F. ***Understanding Toxic Plant Exposure***. 2013. Outer Cape Environmental Awareness Newsletter.

Landry, C.L., Elliott, N.B., Finkle, A.J., Kass, L.B. 2012. ***Pollinator Networks- What's the Buzz? Understanding Coastal Community Dynamics on San Salvador Island, Bahamas***. Proceedings of the 14th Symposium on the Natural History of the Bahamas.

Finkle, A.F., Elliott, N.B. 2011. ***Status of Endemic S. plumieri and invasive S. taccada on San Salvador Island, Bahamas***. Proceedings of the 13th Symposium on the Natural History of the Bahamas.

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TECHNICAL REPORTING

Finkle, A.F., Gunn, E. 2021. Mattapoisett Neck Road Flood Resiliency Technical Report. Mattapoisett, MA.

Finkle, A.F. 2020. Town of Orleans Dredge Purchase Feasibility Study. Orleans, MA.

Finkle, A.F. 2020. A Targeted Vulnerability Assessment of Low-Lying Roads in the Town of Eastham, Eastham, MA.

Finkle, A.F., Lavallee, K. 2019. Upper North Shore Dredge Purchase Feasibility Study. Boston, MA.

Finkle, A.F., Morrison, A.T., Buck, M. A., Hamilton, R.P. 2019. Outer Cape Shark Mitigation Alternatives Analysis. Chatham, MA.

Finkle, A.F., Kubick, J., Engineering Assessment of Eastham Town Landings. In support of Eastham Municipal Harbor and Waterways Plan. Eastham, MA.

Finkle, A.J., Crawford, J., Crawford, N. 2018. The Knob Land Management Plan. Falmouth, MA.

Finkle, A.J., Marden, T. 2018. Lighthouse Pond Tidal Flow Improvement Project Narrative and Performance Standards Narrative, Edgartown, MA.

Finkle, A.J., 2018. Waquoit Bay Yacht Club Preliminary Field Data Collection, Falmouth, MA.

Finkle, A.J., Weishar, L.L. 2018. Southern Maine Dredge Purchase Feasibility Study, Saco, ME.

Finkle, A.J., Fields, M.L. 2017. Hospital Cove Salt Marsh Evaluation, Bourne, MA.

Finkle, A.J.; Fields, M.L. 2017. Revisions to the Hospital Cove Salt Marsh Evaluation and Monitoring Protocol, Bourne, MA

Finkle, A.F., Fields, M.L. 2017. Nauset Estuary Dredging Project, Economic Analysis, and Project Need Narrative, Orleans, MA.

Finkle, A.J., Marden, T. 2017. Cow Bay Bridge and Causeway Performance Standards Narrative for Wetland Resource Areas, Edgartown, MA.

Finkle, A.J., Marden, T. 2016. Cow Bay Bridge and Causeway Restoration Project Narrative, Wetland Assessment, and Impact Analysis, Edgartown, MA.

Finkle, A.J., Fields, M.L. 2016. Comprehensive Permit Project Narrative, Adaptive Land Management Recommendations, and Construction Methods for The Knob, Quissett, MA.

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2015 – 2016	Assistant Project Manager, SumCo Eco Contracting
2013 – 2015	Environmental Technician, Wilkinson Ecological Design
2010 – 2013	Research Assistant and Collaborator, *Plant-Pollinator Dynamics in Bahamian Coastal Communities*, The Ohio State University & Siena College
2009 – 2011	Teacher – Naturalist, National Environmental Education Development Collaborative

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2013 – M.S.
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Eastham Targeted Vulnerability of Low-Lying Roadways CZM Grant, Project Manager, Coastal Scientist

As project manager, worked closely with the municipal project team to assess the vulnerability of (4) low-lying roadways in the Town of Eastham. Developed Town-wide and site-specific inundation maps and figures to prioritize between the (4) sites and better understand risk associated with present day and future sea level rise scenarios and coastal storm impacts. Drafted conceptual alternatives to improve the resilience of roadway side slopes to coastal impacts. Engaged local stakeholders through a series of public meetings, online publications, and newspaper articles to keep the public abreast of municipal resiliency planning efforts.

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Great Pond Herring Run Restoration, Eastham, MA, Project Manager, Coastal Scientist

As project manager, worked with NRCS Staff, MA DMF scientists, and Town officials to develop alternatives for culvert replacement and herring run restoration under Great Pond Road, Eastham, MA. Developed alternatives for stormwater management and mitigation with project partners and conducted comprehensive wetland delineation to assist with permitting efforts. Prepared NOI for Ecological Restoration permitting documents for submittal (ongoing).

Town of Eastham Harbor and Waterways Planning, Eastham, MA, Project Manager, Coastal Scientist

As project manager, attended public meetings and facilitated table discussions to solicit feedback on Municipal Harbor and Waterways Plan priorities. Conducted formal field investigations and engineering assessments at (3) Town landings and (1) harbor location. Developed recommendations for improvements to existing infrastructure and municipal assets located at each site and alternatives for improved resilience to climate impacts.

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As project manager, facilitated series of working group meetings with Outer Cape Regional Shark Working Group representatives, Town administration, and Cape Cod National Seashore management. Formally reviewed technology, barrier, and biological-based alternatives to mitigate shark-human interaction. Analyzed alternatives within the context of ocean, bay, and estuarine beaches characteristic of outer Cape Cod. Prepared technical report and executive summary fact sheets.

Improvements to Mill Pond Road, Orleans, MA, Project Manager, Coastal Scientist
Conducted salt marsh delineation to provide update to existing conditions plan. Developed recommendations for coastal bank stabilization, stormwater management, erosion control, and revegetation. Formally reviewed site plans and engineering design details for permitting documents (ongoing).

MVPC North Shore Dredge Purchase Feasibility Study, Haverhill, MA, Project Manager, Coastal Scientist
As project manager, facilitated public stakeholder meetings with Town officials, public safety officials, Massachusetts State Senators, and Massachusetts State Representatives to review project goals and objectives and present results. Reviewed existing datasets to establish estimates of the quantity and quality of sediment found in North Shore waterways. Identified suitable dredging equipment and provided cost estimates for ownership and operation. Developed comprehensive list of recommendations, considerations, and next steps (ongoing).

SMPDC Southern Maine Dredge Purchase Feasibility Study, Saco, ME, Project Manager, Coastal Scientist
As project manager, facilitated public stakeholder meetings with Town officials and public safety officials to review project goals and objectives and present results. Facilitated meeting with Barnstable County Dredge staff and SMPDC staff to review municipal and operational perspectives of regional dredging. Reviewed existing datasets to establish estimates of the quantity and quality of sediment found in southern Maine waterways. Identified suitable dredging equipment and provided cost estimates for ownership and operation. Developed comprehensive list of recommendations, considerations, and next steps. Prepared and presented results in technical report.

Town of Orleans MVP Certification, Orleans, MA, Coastal Scientist, Facilitator
Facilitated table discussions with Town officials and public stakeholders during day-long MVP Certification Workshop. Identified and categorized vulnerable municipal assets, resource areas, and infrastructure. Developed and prioritized action items to address vulnerabilities, adapt to climate impacts, and improve resilience.

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KEY PROJECTS (CONTINUED)

Lighthouse Pond Aquatic Restoration Project, Edgartown, MA, Coastal Scientist

Performed wetland delineations and bathymetric surveys to assist in the development of an ecological restoration plan for Lighthouse Point Pond in Edgartown, MA. The proposed plan includes targeted dredging of in-filled sections of the pond, nourishment of the seaward barrier beach, and restoration of aquatic vegetation bordering the pond. Restoration measures would help to mitigate the loss of open water habitat while removing excess nitrogen from the system, improving water quality, and preserving salt marsh habitat.

Cow Bay Bridge and Causeway Restoration, Edgartown, MA, Coastal Scientist

Developed recommendations to guide development of mitigation and restoration plans following reconstruction of the Cow Bay Bridge and causeway in Edgartown, MA. Delineated coastal wetlands, conducted vegetation assessments, and developed engineering recommendations for restoration, slope stabilization, and mitigation. Assisted in all-aspects of environmental permitting.

Adaptive Land Management Plan for The Knob, Quissett, MA, Project Manager, Coastal Scientist

Developed adaptive land management plan for the Knob, Quissett, MA. Supervised the implementation of adaptive land management activities for Quissett Harbor Preservation Trust and Salt Pond Area Bird Sanctuaries. Improvements included stormwater management along walking paths and on steep coastal banks, beach nourishment, coastal bank stabilization, invasive plant management, and the installation of coastal salt tolerant restoration plantings.

Beach Nourishment and Dune Enhancement- Gaines Way, Edgartown, MA, Coastal Scientist

Monitored the placement of dredged, beach-compatible sand along Fuller Street Beach. Facilitated the implementation of 3,000 cubic yards of upland sand to construct a 270 linear-foot coastal dune to add resilience to vulnerable coastal property. Supervised the implementation of American Beach Grass restoration plantings.

Nauset Estuary Dredging Project, Orleans, MA, Coastal Scientist

Conducted eelgrass survey to inform channel layout and design for improvement dredging in Nauset Estuary. Assisting with Federal NEPA, Army Corps; State MEPA, Chapter 91-Water Quality; and Local NOI permit applications. Coordinating stakeholder meetings to educate public on research findings and improve understanding of project need.

East Harbor Culvert Design and Permitting, Truro, MA, Coastal Scientist

Culvert, installed in 1956, has failed between Route 6A and Route 6, creating a large, amorphous salt marsh. Bordering vegetated wetland has developed along Route 6, where stormwater has impacted local hydrology. Conducted large-scale wetland delineation of salt marsh and bordering vegetated wetland resource areas.

KEY PROJECTS (CONTINUED)

Hospital Cove Salt Marsh Monitoring Program, Bourne, MA, Project Manager, Coastal Scientist

Conducted a salt marsh evaluation of a coastal embayment in Bourne, MA using historic methods to determine if seasonal float storage has a measurable impact on salt marsh vegetation. Presented findings to local Conservation Commission. Worked with homeowners, the local Conservation Commission, and Massachusetts Division of Marine Fisheries to enhance salt marsh monitoring protocol for future use.

Popponesset Spit Dune Enhancement, Mashpee, MA, Coastal Scientist

Supervised the placement of 15,000 cubic yards of beach compatible sand and implementation of American Beach Grass restoration plantings along Popponesset Spit, to increase the elevation of the existing barrier dune, providing greater resilience to coastal properties. Facilitated partnership between Save Popponesset Bay, the Town of Mashpee, MA, and Mass Audubon.

Herring River Station Deployment and Monitoring, Wellfleet, MA, Coastal Scientist

Deployed four (4) water quality and tidal monitoring stations within the Herring River system. Water quality and tidal conditions relayed remotely and published open-source at https://wqdatalive.com/project/view/820.

Hubler Way Design and Permitting, Orleans, MA, Coastal Scientist

Conducted wetland and coastal resource area delineation of Hubler Way property. Property being developed to facilitate phased retreat from Nauset Public Beach through the development of less vulnerable, upland parcel.

Allandale Woods, West Roxbury, MA, Assistant Project Manager, Construction Foreman

Lead Boston Parks and Recreation effort to improve pedestrian access, storm water management, native plant diversity, and trail conditions at Allandale Woods, a 101-acre Urban Wild conservation area located in Boston's West Roxbury neighborhood.

Breakwater Landing Coastal Resiliency and Habitat Restoration Project, Brewster, MA,

Assistant Project Manager, Construction Foreman

Facilitated the implementation of the Massachusetts CZM-funded Town of Brewster Breakwater Landing Coastal Resiliency Project. Removed impervious pavement and relocated 30 parking spaces to a less vulnerable location, reconstructed and restored coastal dune, constructed dry swales and bio-retention areas to mitigate stormwater, implemented native plantings to enhance coastal resource areas.

Muddy River Flood Risk Management and Restoration, Boston, MA Construction Foreman

Implemented a geo-cell system to provide steep slope and channel wall stabilization for the Muddy River Restoration Project. Supervised restoration of historic, native plant communities throughout the project area.

Port Norfolk Remediation and Restoration, Dorchester, MA, Construction Foreman

Served as landscape project foreman and oversaw the implementation of native herbaceous and salt marsh restoration plantings as part of $4.25 million DCR-funded remediation and restoration of 14-acre Neponset River industrial site.

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PUBLICATIONS & PRESENTATIONS

Finkle, A.F. 2021. ***So, You Wanna Buy A Dredge? Exploring Lessons Learned Following 3 Dredge Purchase Feasibility Studies in New England***. 2021 American Shore and Beach Preservation Association National Conference.

Finkle, A.F. 2021. ***Reestablishing Habitat Connectivity Along the Coastal River Continuum.*** Society for Ecological Restoration National Conference.

Finkle, A.F. 2020. ***A Targeted Vulnerability Assessment of Low-Lying Roads in the Town of Eastham.*** 2020 American Shore and Beach Preservation Association National Conference.

Finkle, A.F., Lavallee, K. 2019. ***Upper North Shore Dredge Purchase Feasibility Study***. Massachusetts Statehouse Office of Senator Bruce Tarr; Merrimack River Beach Alliance; Northeast Coastal Coalition.

Finkle, A.F., Morrison, A.T., Buck, M. A., Hamilton, R.P. 2019. ***Outer Cape Shark Mitigation Alternatives Analysis***. Towns of Chatham, Orleans, Eastham, Wellfleet, Truro, and Provincetown.

Finkle, A.F. 2019. ***Mother Nature Erodes Best Laid Plans: Phased Retreat and Lessons Learned at Nauset Public Beach.*** 2019 American Shore and Beach Preservation Association National Conference.

Finkle, A.F. 2018. ***Phased Retreat, Resilience, and Recreation at Nauset Public Beach.*** 2018 American Shore and Beach Preservation Association National Conference.

Finkle, A.F. 2018. ***Beach Nourishment and Dune Enhancement: Adaptation in Action on the Cape and Islands.*** 2018 Environmental Business Council of New England Ascending Professionals Forum.

Finkle, A.F. 2018. ***Beach Nourishment and Dune Enhancement: Effective Adaptation Strategy, or "For the Birds"? Balancing conservation and restoration on the Cape and Islands***. 2018 Mass Audubon Cape Cod Natural History Conference.

Landry, C.L., Elliott, N.B., Finkle, A.J., Kass, L.B. 2013. ***Plant-Pollinator Interactions in Bahamian Coastal Communities***. Caribbean Naturalist.

Finkle, A.F. ***Understanding Toxic Plant Exposure***. 2013. Outer Cape Environmental Awareness Newsletter.

Landry, C.L., Elliott, N.B., Finkle, A.J., Kass, L.B. 2012. ***Pollinator Networks- What's the Buzz? Understanding Coastal Community Dynamics on San Salvador Island, Bahamas***. Proceedings of the 14th Symposium on the Natural History of the Bahamas.

Finkle, A.F., Elliott, N.B. 2011. ***Status of Endemic S. plumieri and invasive S. taccada on San Salvador Island, Bahamas***. Proceedings of the 13th Symposium on the Natural History of the Bahamas.

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TECHNICAL REPORTING

Finkle, A.F., Gunn, E. 2021. Mattapoisett Neck Road Flood Resiliency Technical Report. Mattapoisett, MA.

Finkle, A.F. 2020. Town of Orleans Dredge Purchase Feasibility Study. Orleans, MA.

Finkle, A.F. 2020. A Targeted Vulnerability Assessment of Low-Lying Roads in the Town of Eastham, Eastham, MA.

Finkle, A.F., Lavallee, K. 2019. Upper North Shore Dredge Purchase Feasibility Study. Boston, MA.

Finkle, A.F., Morrison, A.T., Buck, M. A., Hamilton, R.P. 2019. Outer Cape Shark Mitigation Alternatives Analysis. Chatham, MA.

Finkle, A.F., Kubick, J., Engineering Assessment of Eastham Town Landings. In support of Eastham Municipal Harbor and Waterways Plan. Eastham, MA.

Finkle, A.J., Crawford, J., Crawford, N. 2018. The Knob Land Management Plan. Falmouth, MA.

Finkle, A.J., Marden, T. 2018. Lighthouse Pond Tidal Flow Improvement Project Narrative and Performance Standards Narrative, Edgartown, MA.

Finkle, A.J., 2018. Waquoit Bay Yacht Club Preliminary Field Data Collection, Falmouth, MA.

Finkle, A.J., Weishar, L.L. 2018. Southern Maine Dredge Purchase Feasibility Study, Saco, ME.

Finkle, A.J., Fields, M.L. 2017. Hospital Cove Salt Marsh Evaluation, Bourne, MA.

Finkle, A.J.; Fields, M.L. 2017. Revisions to the Hospital Cove Salt Marsh Evaluation and Monitoring Protocol, Bourne, MA

Finkle, A.F., Fields, M.L. 2017. Nauset Estuary Dredging Project, Economic Analysis, and Project Need Narrative, Orleans, MA.

Finkle, A.J., Marden, T. 2017. Cow Bay Bridge and Causeway Performance Standards Narrative for Wetland Resource Areas, Edgartown, MA.

Finkle, A.J., Marden, T. 2016. Cow Bay Bridge and Causeway Restoration Project Narrative, Wetland Assessment, and Impact Analysis, Edgartown, MA.

Finkle, A.J., Fields, M.L. 2016. Comprehensive Permit Project Narrative, Adaptive Land Management Recommendations, and Construction Methods for The Knob, Quissett, MA.

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Robert P. Hamilton, Jr., M.C.E., B.S.

President/Coastal Engineer

EXPERTISE

Business and Project Management in Environmental Consulting sector with focus on coastal and oceanographic environments. Business and client development in government, private, power utilities, oil and gas, and manufacturing markets. Technical specialty solving problems and managing projects related to planning, engineering design and environmental permitting for shore protection, dredging, habitat restoration, and infrastructure development (e.g., seawalls, pipelines) in the coastal zone. Advanced technical skills related to numerical modeling, data collection and analysis, and integration with environmental policy and stakeholder requirements to solve complex, multi-disciplinary problems.

QUALIFICATION SUMMARY

- Provides strategic advice and a high level of service to key clients
- Manages multi-disciplinary projects
- Maintains diverse technical expertise related to coastal and environmental sciences and engineering
- Completes QA/QC review of deliverables
- Possesses strong writing and verbal communication skills
- Delivers short and long-term sales objectives
- Establishes and implements strategic plans for corporate growth
- Wave, circulation, sediment transport, water quality, and pollutant dispersion models, data collection, and analysis.
- Environmental impact assessments, permitting, and compliance.
- Federal contract management

WORK EXPERIENCE

2014-Present	President, Woods Hole Group. Inc.
2003-2014	Vice President, Business Development, Woods Hole Group, Inc.
2001-2003	Vice President, Scientific Operations, Woods Hole Group, Inc.
1998-2001	Business Unit Director, Woods Hole Group, Inc.
1994-1998	Coastal Engineer, Aubrey Consulting, Inc.
1993-1994	Teaching and Research Assistant, University of Delaware
1991-1992	Civil Engineering Assistant, KCI Technologies, Inc.

Education
1994 – MCE
Civil Engineering
University of Delaware
1992 – BS
Civil Engineering
Lehigh University

Licenses and Registrations
N/A

Professional Affiliations
Environmental Business Council, Director
Northeast Shore and Beach Preservation Association, Director
Marine and Ocean Technology Network, Director
American Society of Civil Engineers
NERACOOS Strategic Planning & Implementation Team

Publications & Presentations
17

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KEY PROJECTS

Great Marsh and Plum Island Evaluation, Merrimack Valley Planning Commission – Project Manager / Sr. Coastal Engineer

A stakeholder group led by MVPC was awarded a NFWF grant to better understand circulation in the marsh system as it related to wetland health, and to understand sediment transport patterns along Plum Island as related to shoreline erosion and stability. A team effort was completed together with BU to collect a comprehensive data set, and to apply high resolution numerical models to the system. A CMS circulation and salinity model was applied to the Great Marsh system, and focused on the influence of the Plum Island Turnpike bridge constriction on circulation. Present day and future scenarios were examined, including sea level rise and high precipitation/runoff. Multiple bridge configurations also were simulated to determine if modifications could help enhance marsh resiliency. For the beach, a high resolution wave and sediment transport model was applied to understand rates and directions of longshore sediment transport to provide a more solid basis for future coastal erosion project planning. Comprehensive reports and electronic deliverables, including visualization tools and GIS work products, were delivered. The project will be completed on the grant schedule and within prescribed budgets. Woods Hole Group provided matching in kind services and high performance computing resources.

Coastal Engineering Services, Town of Palm Beach, FL – Senior Coastal Engineer/Project Manager

In 2009, Woods Hole Group was awarded a 5-year Coastal Engineering services contract. Primary deliverables developed between 2012 and 2013 included a technical review of the overall proposed coastal management program. Results were presented to Town Council. The 10-year program was conceptually accepted, and the first fiscal year was approved for action. Previously, between 1997 and 2002, Mr. Hamilton represented Woods Hole Group as the Town's expert Coastal Engineering Peer Review Consultant. Services included review of long-term comprehensive management plans, and presentation of targeted recommendations to improve the performance and cost-effectiveness of future shore protection projects. Key recommendations included a phased approach to a 30-year barrier-wide shoreline erosion management plan, including specific beach nourishment and coastal structures projects. An adaptive management and monitoring strategy also was incorporated to improve the design of future projects based on the performance of past projects. The resulting plan allowed for high priority projects to be permitted and constructed in the short-term, and provided the basis for substantial savings of municipal and state tax dollars.

Environmental Planning and Consulting Services Task Order Contract, US Army Corps of Engineers New England District – Senior Engineer/Corporate Support

Woods Hole Group is the prime contract holder for a Task Order contract with USACE NED that will extend up to 5 years and $15M beginning in November 2008. The scope of work includes a diverse suite of environmental consulting services, such as field data collection and monitoring, laboratory studies, risk assessments, EIS preparation, HTRW site support, and other specialty service areas as required by NED and other Districts within the North Atlantic Division (e.g., oceanography, coastal modeling, environmental economics, archaeology, etc.). Mr. Hamilton developed the team, led the proposal effort, and completed the contract negotiation process. He

KEY PROJECTS (CONTINUED)

will support the ongoing Program in a corporate function, and provide project management and technical support for some of the individual Task Orders.

Hydraulic Study to Assess Feasibility of Tidal Restoration within Stony Brook, Town of Brewster, MA – Coastal Engineer/Project Manager

Completed a field data collection and numerical modeling investigation of the Stony Brook system upstream from Rte. 6A to assess the potential for restoration of salt marsh habitat and the anadromous fish run. The scope of work included collection of synoptic tide and salinity data, calibration of a hydrodynamic and salinity model (EFDC), evaluation of restoration alternatives, and recommendations for conceptual engineering alternatives and potential environmental impacts. Woods Hole Group also made a contribution to the Corporate Wetlands Restoration Partnership (CWRP) in the form of bathymetric data collection, land surveying, and numerical modeling.

Reverse Osmosis Water Treatment Facility Discharge Dilution Analysis and Environmental Impact Assessments, Various Locations in Florida as Prime and Subcontractor– Engineer/Project Manager

Demand for potable drinking water has spurred a need for desalination facilities to supplement the local freshwater supply in Florida. For communities in the Town of Jupiter, Palm Coast, Tarpon Springs, City of Melbourne, and the South Martin Regional Utility, Woods Hole Group has conducted dilution studies of reverse osmosis discharge concentrate. The scopes of work have been diverse, involving field data collection (water quality and circulation parameters), numerical modeling (CORMIX and EFDC), and environmental impact studies. Contaminants of interest have included heavy metals, radionuclides, and overall acute toxicity. Results from the work include support for environmental permit approvals, including mixing zones, and engineering recommendations for diffuser configurations to support expansion of water treatment facilities while minimizing environmental impacts.

Environmental Impact Statement (EIS) for the HubLine Natural Gas Pipeline, Massachusetts Bay, MA, Federal Energy Regulatory Commission (FERC) c/o Foster Wheeler, Inc. – Project Manager

Prepared marine portion of the EIS for the controversial HubLine pipeline working under tight scheduling constraints. Compiled data and formulated environmental impact assessment of impacts related to physical oceanography, sediment transport and geology, marine benthic habitat, as well as marine fisheries and shellfish. The scope included preparation and approval of an expanded Essential Fish Habitat (EFH) Assessment. Close cooperation with Foster Wheeler and FERC was required. The document was accepted by the federal authorities, and provided the basis for the state and local level environmental impact report, permits, and monitoring/mitigation protocols. The project was constructed.

Evaluation of Thermal Discharge and Intake Processes and Regulatory Compliance at Salem and Hope Creek Stations, Newark, NJ, Public Service Electric and Gas Co. - Coastal Engineer/Project Manager

Key member of a multi-disciplinary team conducting 316(a) and 316(b) federal water quality standards regulatory demonstrations. Performed numerical modeling, data analysis, and technical writing to support a

KEY PROJECTS (CONTINUED)

comprehensive hydrothermal and biothermal assessment of a cooling water discharge system in an Estuary. Completed analysis of the region of influence of cooling water intake on circulation patterns and waterborne eggs and larvae. Completed extensive and innovative scope of work of unprecedented scientific and engineering defensibility within required fast-track schedule. Excellent communication with team members and the client was essential for the successful completion of this project. NJDEP granted approval based on comprehensive materials that demonstrated compliance with 316(a) and 316(b) requirements.

Natural Resources and Beach Management Plan for Sandy Neck Beach, Town of Barnstable, MA - Project Scientist and Manager

Lead multi-disciplinary team to develop a management plan for a controversial set of beach users related to ORV use, private property access, endangered species protection (i.e., piping plovers, least terns, and diamondback terrapins), recreational use, and municipal management and revenue needs/objectives. Conducted research, site assessments, public and environmental regulatory workshops; prepared documents; held public hearings; and obtained environmental permits. Final management plan was used to resolve pending appeals of environmental permits, resolve stakeholder conflicts, and secure new permits for beach use.

Identification of 1-, 10-, 20-, and 50-Year Design Wave Conditions for the Deer Island Waste Water Treatment Facility Shoreline Protection, Boston, MA, Parsons Brinckerhoff - Coastal Engineer/Project Manager

Completed storm wave modeling and analysis to support the design of extensive shore protection structures for a large wastewater treatment facility in Boston, MA. The scope of work included specification of offshore wave conditions in Massachusetts Bay, wave diffraction/refraction modeling (REF/DIF) into Boston Harbor, and site-specific extremal analysis to calculate design conditions for wave height, period, runup and overtopping. Results were used to size armor stone, and specify revetment toe depth and crest elevation. Maintained long-term support throughout the duration of the project.

Tidal Flushing and Water Quality Assessment of Cape Cod Estuaries, Cape Cod Commission and Municipalities - Coastal Engineer/Project Manager

Designed and participated in field data collection programs related to bathymetric surveying and tide gauging. Completed numerical modeling of tidal circulation (RMA-2) and water quality (RMA-4) processes, and technical report writing. Work was completed within the Three Bays Estuary, Popponesset Bay, Centerville River, Upper Bass River, Pleasant Bay, Red Brook Harbor, and West Falmouth Harbor. Presented results at public meetings. Results included residence time calculations that were used by the Cape Cod Commission to determine impacts of current and future developments. Results also provided a basis for the Massachusetts Estuaries Program to evaluate manageable nutrient loading rates and needs for wastewater management facilities.

Shoreline Erosion and Management Planning and Beach Nourishment Performance Monitoring, Town of Jupiter Island, FL – Coastal Engineer/Project Manager

The Town of Jupiter Island has a long-term commitment to managing coastal erosion through beach nourishment by dredging sand from the offshore regions and placing sand on its beaches. Woods Hole Group worked with the Town to develop a large-scale beach nourishment design. Mr. Hamilton completed the bulk of

KEY PROJECTS (CONTINUED)

the technical work for the project, including wave data collection and analysis, wave modeling (REF/DIF), sediment transport modeling, and shoreline change modeling (GENESIS). The models were developed and calibrated to the Jupiter Island coast from St. Lucie Inlet south to Jupiter Inlet. The calibrated models then were applied to simulate a range of shore protection alternatives, including various beach nourishment design configurations, and combinations of coastal structures to hold the sand on the beaches. Beach nourishment projects were constructed in 1996 and in 2003 according to the updated design. Beach profile monitoring data were collected and analyzed, and demonstrated that the new project design provides improved protection, including hurricane flood damage control. Substantial costs were saved by nourishing longer stretches of the shoreline, over-nourishing at historical hot-spots of beach erosion, and insisting on a course grain size. The more robust design also proved effective at minimizing hurricane damage. The design also qualified the project for damage claims from FEMA in response to storm-induced erosion.

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Environmental Scientist & GIS Specialist



EXPERTISE

Climate change and resiliency planning, geospatial data collection and analysis, coastal environmental management, STEM education curriculum development, long-term water quality monitoring, in-situ field data collection, tidal creek morphology and migration.

QUALIFICATION SUMMARY

- Conduct climate change vulnerability assessments and ecological risk assessments
- Develop advanced educational and outreach materials including ArcGIS StoryMaps and climate change STEM curriculum frameworks.
- Manage large workflows for Geospatial data processing and develop QA/QC procedures.
- Experienced geospatial data collector and analyst using ESRI's ArcGIS and AGOL framework for coastal and marine projects.
- Experience in field data collection of water, elevation, vegetation, birds, marine mammals, and invertebrates.
- Provide technical support for visual and verbal scientific communication to diverse audiences.
- Software expertise: ESRI ArcGIS and AGOL; ETGeowizards; HYPACK; Fledermaus; MatLab; SigmaPlot; Onset HOBOware; Microsoft Office Suite; Adobe Photoshop and Illustrator; SLAMM: Sea Level Affecting Marshes Model.

WORK EXPERIENCE

2015-Present	Environmental Scientist, Woods Hole Group, Inc.
2013-2014	NSF Graduate STEM Fellow, Horry County, SC Schools
2012-2015	Graduate Assistant, Coastal Carolina University
2010	Research Technician, Arizona Game and Fish Dept.
2009-2010	Research Technician, Whale Center of New England
2008-2009	Environmental Education Intern, Delaware Nature Society

Education
2015 – M.S.
Coastal Marine and Wetland Studies
Coastal Carolina University
2008 – B.S.
Environmental Biology
Millersville University

Certificates of Training
- MA EOEEA Municipal Vulnerability Preparedness (MVP) Program Provider
- OSHA 40-Hour HAZWOPER
- NOAA Coastal Inundation Mapping
- Edward Tufte: Presenting Data and Information

Professional Affiliations
Northeast Arc Users Group (Board Member, Secretary)

Publications & Presentations
10

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KEY PROJECTS

Climate Vulnerability Assessment of Coastal Properties, Trustees of Reservations, State-wide, MA – Environmental Scientist & GIS Technician
Conducted detailed climate change vulnerability assessments for 35 of Trustees of Reservations coastal properties. Evaluated coastal flooding risks using the Boston Harbor Flood Risk Model (BH-FRM) – a high resolution, probabilistic, hydrodynamic, sea level rise and storm surge model – and, outside the BH-FRM domain, a highly modified bathtub analysis approach. Prepared maps and geospatial data analyses to inform qualitative and quantitative vulnerability scoring of properties and assets (i.e., natural resources, cultural resources, trails, infrastructure, buildings). Results were summarized as a composite Coastal Vulnerability Index (CVI) for the purpose of understanding absolute and relative risk. The CVI results are being used by the Trustees of Reservations to prioritize adaptation efforts.

2020 & 2021 State of the Coast Report, Trustees of Reservations, MA – Environmental Scientist & Project Manager.
Carried out analyses of publicly accessible GIS data to provide statistics, data, and advanced analyses of a variety of metrics including coastal inundation, coastal habitat, coastal shoreline characterization, and public access to the coast for 13 North Shore communities (Swampscott to Salisbury) and the islands of Gosnold, Martha's Vineyard, and Nantucket in Massachusetts. Both the MC-FRM and the Sea Level Affecting Marsh Migration (SLAMM) model results served as foundational datasets to assess the number of buildings and miles of roadways flooded by water; and the extent and acreage of marsh migration and transition for present and future climate conditions. The Trustees of Reservations utilized the data and graphics developed in this work as the basis for the State of the Coast report communicating the current hazards and potential impacts of climate change to the North Shore communities in Massachusetts.

Cape Cod Low-Lying Roads Climate Change Vulnerability Assessment- Cape Cod Commission -- Environmental Scientist &Technical Lead
Developed coastal vulnerability assessments for low-lying roadways in ten towns in Barnstable County, MA using data derived from the Massachusetts Coast Flood Risk Model and helping communities prioritize investments in roadway adaptation over time. Led protocol development for a customized roadway criticality framework and analysis protocol using the Level 2 MC-FRM Water Surface Elevation data developed for the Executive Office of Energy and Environmental Affairs.

Coastal Climate Change Vulnerability Assessments and Adaptation Plans, Duxbury, Edgartown, Falmouth, Gloucester, Hingham, Hull, Oak Bluffs, Sandwich, and Eastham, MA – Environmental Scientist & GIS Technician
Prepared maps and carried out geospatial data analyses for climate change vulnerability assessments of various Massachusetts communities. Evaluated coastal flooding risks in present, 2030, 2050, and 2070 horizons using the BH-FRM and Massachusetts Coast Flood Risk Model (MC-FRM). Maps and analyses were used to score the vulnerability of thousands of municipal assets, inform risk-based prioritization, develop adaptation recommendations, and communicate risks and adaptation strategies.

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KEY PROJECTS (CONTINUED)

Climate Change Resiliency and Community Outreach, Town of Sandwich – Environmental Scientist & Project Manager
Developed a community outreach strategy for the Town of Sandwich to communicate and educate the public on Sandwich's resiliency efforts in the face of climate change. An ArcGIS Story Map platform was developed to help communicate current resiliency efforts, probability of inundation results derived from the Massachusetts Coast Flood Risk Model, and display the results of a new modeling effort to understand the protective benefits of a bolstered dune along Sandwich's coast. The project also included development of 7th and 8th grade STEM curriculum on climate change and resiliency for Sandwich Public Schools.

Inundation Mapping of Georges Pond, Department of Conservation and Recreation, MA – Environmental Scientist & GIS Technician.
Provided cartographic mapping and GIS analysis for the wetland restoration of George's Pond in Dartmouth, MA which experiences insufficient tidal exchange and shoaling from an undersized culvert. High water and high annual tide water levels extracted from the modeling of a culvert replacement were mapped to show extent of inundation from an increased tidal range and potential inundation risks to a rare and endangered plant species.

Massachusetts Coast Flood Risk Model, Massachusetts Department of Transportation – Environmental Scientist & GIS Technician.
Developed and tested the procedures for post-processing results derived from the MassDOT Massachusetts Coast Flood Risk Model (MC-FRM), a statewide probabilistic storm surge and sea level rise model and initiated comprehensive procedures and protocols for data quality assurance and control. Vulnerability maps were then used to support emergency preparedness and adaptation scoping over various planning horizons – present day, 2030, 2050, and 2070. Data developed from this modeling effort has been used by MassDOT and various coastal towns to conduct climate change vulnerability assessments, adaptation plans, and resilient design initiatives.

MassDOT-FHWA Pilot Project for Climate Change Vulnerability Assessments of the Central Artery, Massachusetts Department of Transportation, Boston, MA – Environmental Scientist & GIS Technician
Utilized previously completed vulnerability assessment data to conduct a time-step GIS analysis of flood pathways and flooding residence times for Central Artery areas containing important infrastructure and tunnel networks. Flooding pathways and residence times were displayed in maps to support emergency response and adaptation planning for present day, 2030, and 2070 time horizons.

Climate Change Resiliency Investigation and Feasibility Evaluation of Easton Pond, City of Newport, Rhode Island -- Environmental Scientist.
Critically reviewed and assessed the technical merits of existing mapping platforms (i.e., FEMA Flood Insurance Maps, NOAAs SLR viewer, Climate Centrals Surging Seas, etc.) to provide the city of Easton information about their accuracy and limitations. Conducted a climate change and vulnerability assessment for Easton Pond for various planning horizons- present day, 2030, 2070. All findings of the review and the results of the vulnerability assessment were provided to Fuss & O'Neill to assist the City of Newport in future planning, maintenance, and adaptations of Easton pond and associated dams in response to climate change and sea level rise.

KEY PROJECTS (CONTINUED)

Provincetown Municipal Airport Coastal Vulnerability Assessment Horsley Witten Group, -- GIS technician
Completed the sea level rise and storm surge vulnerability assessments for present and potential future impacts to the Provincetown (MA Municipal Airport under two scenarios in the GIS platform. Two scenarios- closed and opened tidal gates- were mapped at the Hatches Harbor dike road.

Municipal Vulnerability Preparedness (MVP) Community Workshops, Edgartown, Yarmouth, Orleans, Falmouth, Marshfield, Sandwich, and Wareham, MA – MVP Facilitator/Lead Facilitator
Facilitated stakeholder engagement on climate change vulnerability and adaptation for Community Resilience Building workshops in multiple coastal communities following MA EOEEA MVP guidelines. Guided stakeholders in assessing local vulnerability of infrastructure, environmental, and societal assets to multiple hazards, and developing and prioritizing actions to reduce vulnerability and increase resilience. For the Town of Edgartown, served as lead facilitator and led the preparation of the project report and public listening session presentation.

Coastal Flood Vulnerability Assessment, Town of Palm Beach, FL – Environmental Scientist & GIS Technician
Conducted detailed climate change vulnerability assessment of public infrastructure assets (public safety buildings, recreational assets, roads, wastewater, and stormwater infrastructure, etc.) for the Town of Palm Beach using a sea level rise and storm surge model. Flood modeling results and geospatial asset information were used to develop exposure scores, considering the present and future probability of flooding. Consequence scores were developed for each asset with local stakeholder input. This data was used to calculate a Coastal Vulnerability Index (CVI) for each asset to understand relative risks of flooding. Flood pathways were identified where shoreline adaptations could be implemented to prevent the entry of water into larger inland areas. The analyses are being utilized by the Town to inform a Coastal Resilience Implementation Plan that prioritizes strategic adaptation and resiliency efforts at multiple scales.

Technical Support for Evaluation of Preliminary and Effective FEMA FIRMS for various Massachusetts Counties/Towns -- Environmental Scientist
Utilized ESRI ArcGIS to visualize updated modeling results for predicted Special Flood Hazard Areas (SFHA's) and Base Flood Elevations (BFE's) along identified transects. Produced annotated and topographic maps to reflect flood zone changes.

Ecological Risk Assessment of Newtown Creek, NYCDEP -- Environmental Scientist.
Provided technical support for the ecological risk assessment of Newtown Creek in support of the CERCLA process. Reviewed and synthesized benthic community data to understand differences in species abundance, number of species, and dominant species index within the study site, as well as four regional reference areas. Evaluated the effects of Combined Sewage Outflows (CSO's) on these benthic community metrics. Utilized ArcMap to create figures and graphics representing results of the synthesis of data.

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PUBLICATIONS & PRESENTATIONS

Roberts, K.E, Hoffnagle, B.L., 2022. Planning for Local climate Change Using the Massachusetts Flood Risk Model. Massachusetts Association for Conservation Commissions Annual Environmental Conference. Virtual. March 2022.

Orescanin, M.M., Hamilton, R.P., Hoffnagle, B.H., 2019. Tidal choking in an anthropologically modified salt marsh estuary: Improving circulation through constriction removal. Estuar. Coast Shelf Sci. 218, 148-162.

Hoffnagle, B.H., J. Famely, T. Wickwire, T. O'Shea, and V. Antil. 2017. Using the ArcGIS Framework to Conduct Coastal Climate Change Vulnerability Assessments for Trustees of Reservations' Properties. Poster Presentation at the Northeast ARC User Group Spring Spatial Technologies Conference, Newport, RI, Nov 2017.

Hoffnagle, B.H., J. Famely, T. Wickwire, T. O'Shea, and V. Antil. 2017. Using the ArcGIS Framework to Conduct Coastal Climate Change Vulnerability Assessments for Trustees of Reservations' Properties. Oral Presentation at the Northeast ARC User Group Spring Spatial Technologies Conference, Amherst, MA, May 2017.

Hoffnagle, B, J Famely, T Wickwire, T O'Shea, V Antil. 2017. Poster Presentation: The Use of a Coastal Vulnerability Assessment to Prioritize Habitat Adaptation Strategies in Response to Future Climate Change. Cape Cod Natural History Conference, Barnstable, MA. March 11, 2017.

O'Shea, T, T Wickwire, B Hoffnagle, V Antil, R Hopping. 2016. PRESENTATION: Habitats, Roads, Cultural and Recreational Resources, Buildings and Bathrooms: In a Changing Climate, What Should We Protect? Coastal Vulnerability Indexing, Mapping, Assessment and Adaptation on The Trustees of Reservations Coastal Properties – Case Study. 4th Annual Cape Coastal Conference, "Taking Action for a Prosperous and Healthy Cape: Putting Science, History and Innovative Economic Strategies to Work", Hyannis Resort and Conference Center, Hyannis, MA. December 6-7, 2016.

Famely, J., K. Bosma and B. Hoffnagle. 2016. Sea Level Rise and Storm Surge Inundation Mapping—Great Marsh Communities (Essex County, MA). Prepared by Woods Hole Group for National Wildlife Federation and U.S. Geological Survey.

Hoffnagle, B.L. 2015. Linking water quality and beach morphodynamics in a heavily impacted tidal creek in Myrtle Beach, South Carolina. Master's Thesis. Coastal Carolina University. Conway, South Carolina.

Hoffnagle, B.L., and A.E. Grogan. 2014. Enhancing a middle school curriculum with research and technology, the importance of integrating scientists in education. South Estuarine Research Society 40th Anniversary Meeting. Savanna, Georgia. Poster

Hoffnagle, B.L., E.E. Hackett, R.N. Peterson, M.P. Slattery, and R.F. Viso. 2014. Effect of morphological change on tidal range within a tidal creek. Southeastern Estuarine Research Society Semi-annual Meeting. Carolina Beach, North Carolina. Oral 2013 National Science Foundation Graduate STEM Fellowship. Placement in 8th grade Horry County, South Carolina science classroom.

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Grace Medley, M.S.

Coastal Scientist

EXPERTISE

Experienced in modeling the hydrodynamics of coastal and continental shelf systems using structured and unstructured grids. Modeling experience includes Storm surge, wave dynamics, sediment transport, estuarine circulation, saltmarsh hydrodynamics, as well as applied modeling of the effects of dredging. Experienced in leading fieldwork campaigns to collect hydrodynamic and hydrographic data using ADCP's, CTD's and Tilt Current Meters, as well as being a scientific team member on an oceanographic research vessel. Experienced in processing, analyzing, and visualizing oceanographic data.

QUALIFICATION SUMMARY

- Numerical hydrodynamic modeling experience with ADCIRC, EFDC, SWAN, XBeach, CMS-Wave, CMS-Flow, HEC-RAS, ACES, EXTRM2 and ROMS
- Programming experience using MATLAB, Python, C, Linux/Vi
- Experienced in data processing, analysis and visualization
- Experienced in planning and conducting coastal oceanographic field work
- Strong written and verbal communication skills
- ArcGIS, SMS, Microsoft Office

WORK EXPERIENCE

2019-Present	Coastal Scientist, Woods Hole Group, Inc.
2017-2019	Research Assistant, Coastal Physical Oceanography, University of Rhode Island Graduate School of Oceanography
2015-2017	Volatile Organics Analyst, ESS Laboratory, Div. of Thielsch Engineering Inc.

Education

2019 – M.S.
Oceanography
University of Rhode Island
2015 – B.A.
Environmental Geoscience
Connecticut College

Professional Affiliations

- New England Estuarine Research Society
- LSPA Massachusetts
- Geological Society of America

Publications & Presentations

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KEY PROJECTS

Hampton Roads Bridge Tunnel Expansion Project (Hampton, VA) – Coastal Scientist, Modeler
Assisted in the development of a hydrodynamic model for the lower Chesapeake Bay using a 2-dimensional version of ADCIRC for the purpose of providing MetOcean model results to aid the construction efforts of the Hampton Roads Bridge Tunnel Expansion Project in Hampton, VA. The new model mesh increased the resolution in the area of interest to a level that was sufficient to characterize the conditions at the site, while maintaining computational efficiency. ADCIRC was run for one modeled year using reanalysis data from ECMWF-ERA5 to hind-cast water velocities at the bridge tunnel project. Model outputs were used to better inform the operational constraints for the bridge and tunnel expansion project.

Resiliency Options at the Amelia Earhart Dam and Abutting Sites to Mitigate SLR and Storm Surge Flooding in the Mystic River Watershed (Cambridge, MA) – Modeler
Provided technical and modeling expertise by modifying the Massachusetts Coastal-Flood Risk Model (MC-FRM) modeling grid to include structural designs for resiliency options on the banks of the Mystic River in Cambridge, MA, in direct and indirect association with the Amelia Earhart Dam (AED). ADCIRC/SWAN was used to simulate a 1% storm with 2070 sea level rise to test the capability of the AED design modifications in mitigating key flood pathways and reducing the flooding in the upper Mystic River. Overtopping fluxes were calculated at a series of points along the dam and surrounding abutments to determine the importance of each modification in reducing flooding upstream of the AED.

Moakley Park Waterfront Resiliency (Dorchester, MA) - Modeler
Used the ADCIRC/SWAN Boston Harbor-Flood Risk Model (BH-FRM) model to assess the resiliency and flood-protection capabilities of the Moakley Park Vision Plan. Three resiliency alternatives for Moakley Park were created using all or parts of the design elements from the Moakley Park Vision Plan. BH-FRM was run using these alternatives to determine the flood-protection potential for each element. Water surface elevations for a 1% and a 10% annual chance storm event under 2030 and 2070 sea-level-rise conditions were calculated in an effort to assess the resiliency of the Moakley Park Vision Plan under storm conditions. Structural overtopping analysis was also performed on these alternatives.

Climate-Ready Dorchester: Near-Term and Long-Term Coastal Resiliency (Dorchester, MA) – Modeler
Used the ADCIRC/SWAN Boston Harbor-Flood Risk Model (BH-FRM) to gauge the flood risk performance of a series of flood mitigation designs on the Dorchester waterfront. Representative storms with sea level rise for 2030 (near term resiliency measures) and 2070 (long term resiliency measures) were simulated using BH-FRM, and reduction in flooding extents and depths were mapped in an effort to assess the performance of each design under a series of storm conditions.

Vulnerability Assessment and Feasibility Study for the Beverly Pump Station (Beverly, MA) – Modeler
Provided technical assistance to the vulnerability assessment and resiliency alternative development for the low-lying, critical infrastructure at the Beverly Pump Station. XBeach was used to model the existing dune protection, as well as proposed nature-based and hybrid alternatives including varying dune heights, slopes, associated green infrastructure, and integrated backing seawalls. XBeach was run for a series of storm events

KEY PROJECTS (CONTINUED)

under three sea level rise conditions to assess the performance of the existing dune system as well as the proposed designs.

National Grid Substation #12 Flood Resilience Project (Beverly, MA) – Modeler
Provided technical and modeling expertise to support work in the performance evaluation of resiliency alternatives designed to protect critical infrastructure at the National Grid Substation #12 site in Beverly, MA. A high-resolution sub-modeling approach was taken to down-scale the Massachusetts Coast Flood Risk Model (MC-FRM, ADCIRC/SWAN) results in order capture critical detail at the site. From this high-resolution performance evaluation, the flood extent and depth reduction due to the protective measures was determined and an analysis as to whether or not the placement of the proposed design would cause negative impacts (velocities, redirection of flood waters) to adjacent properties.

Hingham Inner-Harbor Resiliency (Hingham, MA) – Modeler, Coastal Scientist
Provided technical and modeling expertise to assess the performance of a series of flood protection measures being undertaken on the Hingham waterfront. The Massachusetts Coastal-Flood Risk Model (MC-FRM, ADCIRC/SWAN) modeling grid was edited to include structural designs for resiliency options at the waterfront. Through a series of representative storm simulations, the performance of each design was assessed under a series of conditions occurring in the years 2030, 2050 and 2070. Wave overtopping, reflection and flooding residence times were calculated analytically using modeled outputs for wave and water surface elevation time-series. Associated impacts on adjacent properties due the placement of the flood protection measured were assessed.

Assessing Socio-Economic Impacts for the National and Emergency Coastal Resilience Funds, National Fish and Wildlife Foundation – Modeler
Modeled the physical impacts and socio-economic benefits of a suite of green and hybrid-grey/green infrastructure coastal resilience projects in the National and Emergency Coastal Resilience Funds grant portfolio. The project included the development of a numerical modeling approach that compares the expected impacts from specified storm and sea-level rise scenarios on flood extent and depth, wave energy, and erosion risk with and without the proposed project in place. A series of project types were assessed, ranging from offshore reefs, and living shorelines to aquatic connectivity and stormwater infrastructure projects. Models utilized were site-specific and included Xbeach, ADCIRC, HEC-RAS, and SWAN. The outputs of the modeling will serve as the basis for measuring the socioeconomic benefits of other portfolios of projects and will serve as a baseline for assessing the performance of future projects.

Jones Lane Culvert Hydraulic Assessment (East Sandwich, MA) – Modeler
The culvert that transects Jones Lane in East Sandwich MA has been shown to act as a constriction in the Scorton Creek system. A range of culvert alternatives were tested using HEC-RAS (USACE Hydraulic Engineering Center- River Analysis System) under normal flow and extreme conditions (10-year, 50-year and 100-year storms) to assess the hydraulics of the system and ultimately the ability of each design to restore the upper marsh. A raised Jones Lane roadway was also simulated under coastal storm conditions as part of the culvert design.

KEY PROJECTS (CONTINUED)

Resilient Ring's Island (Salisbury, MA) – Modeler
Provided technical and modeling services to support work in the design of culvert replacements around Ring's Island, specifically along Ferry Road, March Road and 1St Street in Salisbury, MA. HEC-RAS (USACE Hydraulic Engineering Center- River Analysis System) was used to model the hydrodynamics and hydraulics of the section of Great Marsh associated with the project site. A range of culvert types (circular or boxed), dimensions, inverts and configurations were tested in HEC-RAS under normal flow and extreme conditions to assess the strength of the design in restoring tidal flow and drainage capacity to the upstream marsh system.

Town of Marshfield Beach Nourishment Design Permitting, Wave and Sediment Transport Modeling (Marshfield, MA) – Coastal Scientist, Modeler
Provided wave transformation and sediment transport modeling services to support work being done to characterize sediment transport mechanisms on the Marshfield, MA coastline. CMS-Wave was used to model the offshore wave transformation over the irregular bathymetry off the coast of Marshfield. Nine cases were created from an average annual condition and run in the model, along with 10-, 50-, and 100-year storm conditions. Radiational stresses from the wave model were used as input into a sediment transport model that was used to determine the direction and magnitude of sediment movement on specific beaches in Marshfield. These model data were used to support structural design to mitigate shoreline erosion on the Marshfield coast.

Penobscot Bay Working Waterfront Resiliency (Penobscot Bay, ME) – Coastal Scientist, Modeler
Used the Coastal Hazard Analysis Modeling Program (CHAMP) to run a series of wave height analysis tests for nine locations in the Penobscot Bay region of Maine to assist in resiliency planning efforts. Base flood elevations were calculated for present day conditions as well as 3 future-year sea-level rise scenarios.

Strategic Dredging for Water Quality Enhancement in the Providence River Estuary: A Hydrodynamic Modeling Study using ROMS – Modeler
Calibrated and validated ROMS (Regional Ocean Modeling System) to simulate the three-dimensional currents, temperature and salinity in Narragansett Bay and the Providence River Estuary (Providence, Rhode Island). The calibrated model was used to assist the Army Corps of Engineers (USACE) in determining optimal CAD (confined aquatic disposal) cell placement locations within the estuary. Using numerical particle tracking (Lagrangian drifters) as well as numerical diffusive dyes, the extent to which the hydrodynamics affects the water quality in the Providence River was analyzed and quantified. The goal of the project was to analyze the natural flushing patterns of the Providence River, and how these circulation/flushing patterns are impeded/enhanced by the orientation and depth of both the Providence River Ship Channel as well as access channels to the CAD cell. As an extension to this project, an investigation was conducted using the ROMS sediment module to determine the area of influence of the sediment plumes resulting from CAD cell dredging and disposal activity.

PUBLICATIONS & PRESENTATIONS

Medley, G. 2019. Models of Circulation in the Providence River Estuary. University of Rhode Island Master's Thesis, Kingston, RI.

Medley, G., Kincaid, C., and Rosa, K. 2018. Dredging for Environmental Benefit: Models of the Flushing Dynamics of the Providence River Estuary. NEERS Fall 2018 Meeting, SMAST, New Bedford, MA.

Medley, G. and Kincaid, C. 2018. Strategic Dredging for Water Quality Enhancement in the Providence River: A Hydrodynamic Modeling Study using ROMS. Department of Homeland Security EPSCoR Spring 2018 Research Symposium, Kingston, RI.

Thompson, D. Fixler, S., Zhao, A., Iezzi, A., Medley, G. and Roberts, K. 2017. Natural pool-riffle formation and maintenance by large wood in a gravel-bed river impacted by in-stream structures built in the 1930's and 1940's. AGU Fall Meeting 2017, San Francisco, CA.

Medley, G. and Thompson, D. 2015. Wind, Waves and Surge: Analysis of the Movement and Post-Storm Recovery of Bushy Point Beach in Groton, CT. Geological Society of America Northeastern Conference 2015, Bretton Woods, NH.

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Alex J. Shaw, M.S., B.S

Coastal Engineer

EXPERTISE

Hydrodynamic modeling using numerical and analytical models on coastal and estuarine systems using both structured and unstructured grids. Validation of models based on observed data and analytical methods. The use of SMS, ArcGIS, MATLAB and other programs to visualize and process model inputs and outputs.

QUALIFICATION SUMMARY

- M Coastal numerical modeling experience with ADCIRC, WHAFIS, SLOSH, STWAVE, EFDC, ACES, CMS flow, HEC-RAS and SWAN.
- Programming experience with MATLAB
- Laboratory and numerical model assessment of storm surge flooding and the effects of dredging
- Strong written and verbal communication skills
- Strong data processing and analysis skills

WORK EXPERIENCE

2016-Present	Coastal Engineer, Woods Hole Group
2014-2016	Teaching/Research Assistant, University of Rhode Island
2013	Intern, Applied Science Associates (RPSASA)
2012	Intern Office of Marine Programs

Education
2016 – M.S.
Ocean Engineering
University of Rhode Island
2014 – B.S.
Ocean Engineering
University of Rhode Island

Licenses and Registrations
- Advanced SCUBA certification
- HAZWOPER certification

Professional Affiliations
- Member; Coast, Oceans, Ports, and Rivers Institute
- Member; Order of the Engineer
- Tau Beta Pi Engineering Honor Society
- Omega Epsilon Ocean Engineering Honor Society

Publications & Presentations
2

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KEY PROJECTS

MassDOT Massachusetts Coasts Flood Risk Model – Engineer/Modeler
Worked to expand Woods Hole Groups previous award-winning effort, the Boston Harbor Flood Risk Model, to encompass the entire state. The coupled ADCIRC/SWAN model was utilized to simulate both extra-tropical and tropical cyclone events using an ensemble Monte Carlo approach. Probabilistic results are being utilized to identify road and infrastructure risk around the state. The large state-wide grid has also been utilized to analyze tidal conditions across the state. Overtopping analysis was also performed as part of this modeling effort and incorporated into the probabilistic results.

Palm Beach Coastal Vulnerability – Engineer/Modeler
Worked to develop a modeling effort for the town of Palm Beach using ADCIRC/SWAN modeling. The coupled model was utilized to simulate a suite of tropical events, both historical and synthetic, to generate probabilistic results for present day and future conditions. Overtopping was incorporated as part of the modeling effort to determine the additional flooding caused by this process.

Lighthouse Beach Sediment Transport Analysis – Engineer/Modeler
Created a 2-D wave model to propagate offshore waves onto Lighthouse Beach in Edgartown, Massachusetts. Used the results of the wave analysis to determine sediment transport along the beach. Quantified the amount of material entering the channel from the beach and how long it would take to fill in.

Sandwich Harbor Dredging – Engineer/Modeler
Created a Hec-RAS model to analyze the effect of dredging the harbor on the dynamics of the estuary. Fluxes both during existing conditions and during alternatives were determined and showed an increase in flushing of the system.

Eagle Neck Creek Restoration – Engineer/Modeler
The culvert under Old County Road in Truro, Massachusetts was assessed to determine the size needed for tidal restoration in Eagle Neck Creek. To assess the culverts an EFDC model was created and run for existing conditions, as well as alternatives to determine the restoration effects of different culvert sizes.

Maraspin Creek – Engineer/Modeler
Worked on the development of a hydrodynamic model for Maraspin Creek, Massachusetts. The model used was Hec-RAS. The model was used to determine best adaptations to alleviate flooding in the community using results from overtopping, precipitation, and storm surge.

Monroe County FIRM Appeal – Engineer/Modeler
Performed a review of the methods used by FEMA to develop the FIRM. After this analysis worked to provided more accurate data using an updated ADCIRC/SWAN modeling and additional WHAFIS transects. Remapped the county for resubmittal to FEMA.

KEY PROJECTS (CONTINUED)

Many Letters of Map Revisions – Engineer/Modeler
Completed many Letters of Map Revision (LOMR's) located in Bastable, Plymouth, Suffolk, and Essex counties as well as LOMR's in Rhode Island, New York, Connecticut, and Florida. Each of these projects included the use of CHAMP and SWAN to propagate waves onshore. Each of these projects has also been adopted by FEMA.

Swampscott Overtopping and Runup Analysis – Engineer/Modeler
Different properties in Swampscott, Massachusetts were accessed for their vulnerability to runup and overtopping. Using equations from the Coastal Engineering Manual (CEM), the topography of the area, and probability curve for water levels the overtopping rate and runup elevation were calculated for each site. Design alternatives for reduced runup and overtopping were accessed to determine effectiveness.

Narrow River Dredging Project for the CRMC and Fish and Wildlife Service – Engineer/Modeler
Created a hydrodynamic model using ADCIRC to assess the impact of multiple dredging scenarios on the Narrow River flushing times and tide ranges. The dredging scenarios considered included dredging to 1, 1.4, 2, and 3 meters in the narrows of the river to increase flow and decrease flushing time. Both tidal and surge cases were evaluated. The work was completed ahead of schedule and is being considered by the CRMC and other agencies.

Effect of Erosion on Storm Surge Flooding: Case Study of Coastal Ponds in Rhode Island – Engineer/Modeler
Developed and validated high resolution model of the south coast of Rhode Island. Erosion was estimated for 25 years and after a storm event where the dunes have been eroded. Two storms, Hurricane Bob and a synthetic 100-year recurrence event, were simulated both with and without erosion. The erosion of the shoreline was shown to have negligible effects on flooding extents, while dune erosion produced a dramatic increase in flooding along the coastline for smaller scale events.

PUBLICATIONS & PRESENTATIONS

Hashemi, M. Reza, Malcolm L. Spaulding, Alex Shaw, Hamed Farhadi and Matt Lewis. 2016. "An efficient artificial intelligence model for prediction of tropical storm surge." Natural Hazards 82.1 (2016): 471-491.

Shaw, Alex, Mohammad Reza Hashemi, Malcolm Spaulding, Bryan Oakley and Chris Baxter. 2016. "Effect of Coastal Erosion on Storm Surge: A Case Study in the Southern Coast of Rhode Island." Journal of Marine Science and Engineering 4.4 (2016): 85.

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Matthew F. Shultz, M.S., B.S., P.E.

Environment & Climate Business Unit Manager / Senior Coastal Engineer

EXPERTISE

Modeling of coastal and estuarine hydrodynamics, waves, and sediment transport processes and in the evaluation of structural and non-structural shoreline protection alternatives. Project management of large-scale coastal modeling studies, the development of models for assessment of coastal hazards and adaptation measures, as well as large-scale marsh restoration and the assessment of hydraulic structures. Extensive experience in programming languages and in developing software to present, analyze, and solve engineering and scientific problems. Experience in areas of marine structure design, waterfront construction, and construction project management.

QUALIFICATION SUMMARY

- More than fifteen years of diverse professional experience in the fields of coastal, civil and software engineering
- Experienced with modeling coastal hydrodynamics, sediment and particulate transport, coastal wave dynamics, and tidal hydraulics
- Strong programming skills and knowledgeable in software design and advanced concepts
- Numerical model experience with XBeach, SRH-2D, CMS, MIKE21, EFDC, DELFT3D, HEC-RAS, ADCIRC, SWAN, RMA, STWAVE, SBEACH, CSHORE GENESIS, DYNLET, CORMIX, and ACES
- Programming experience with MATLAB, FORTRAN, C++, JAVA, VBScript, JavaScript, HTML, XML, XSL
- Database experience: Oracle, SQL Server, SQL Anywhere, MS Access

WORK EXPERIENCE

2016-present	Senior Coastal Engineer, Woods Hole Group
2010-2016	Senior Coastal Engineer/PM, Dewberry
2005-2010	Coastal Engineer, Woods Hole Group
2004	Graduate Assistant, University of Rhode Island
1998-2004	Senior Consultant, WinMill Software
1997-1998	Field Engineer, Modern Continental Construction

Education

2005 – M.S.
Ocean Engineering
University of R.I.
1996 – B.S.
Civil Engineering
Tufts University

Licenses and Registrations

- P.E., Professional Engineer, Connecticut License PEN.0030884
- P.E., Professional Engineer, Louisiana License PE.0036650
- P.E., Professional Engineer, Massachusetts License 47832
- P.E., Professional Engineer, Delaware License 21748

Professional Affiliations

- Member, American Shore & Beach Preservation Association (ASBPA)
- Member, Coasts, Oceans, Ports, and Rivers Institute (COPRI)
- Member, American Society of Civil Engineers (ASCE)

Publications & Presentations

15

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KEY PROJECTS

Back River Salt Marsh Restoration Hydraulics and Hydrology Study, Woolwich, ME – Project Manager
Worked with the Kennebec Estuary Land Trust, Maine DOT and other stakeholders to evaluate the potential structure replacement at the Route 1 crossing of the Back River Estuary in Woolwich, ME. Tidal flow to the marsh system has been impaired for upwards of 100 years due to a series of culverts underneath US-1 and George Wright Road which bisect the marsh. The system is additionally crossed by the Rockland Branch Railroad in the middle portion of the marsh, and Middle Road (ME-127) at the upper portion of the marsh, where additional culverts further restrict flow. A Hydraulics and Hydrology (H&H) study was conducted to assess restoring salt marsh, as well as to provide habitat and infrastructure resiliency in the face of rising sea levels. The study included a field data collection program, development of a two-dimensional hydrodynamic model together with model simulations for a range of environmental conditions, and an alternatives analysis for the culvert replacement at US-1.

Sluice Creek Restoration Feasibility Study, Guilford, CT – Project Manager
The Sluice Creek estuary is a complex tidal system involving interactions between tidal flows from Long Island Sound and freshwater inflows from the East River. There are multiple stream crossings at roads and the Amtrak railway which have restricted tidal elevations within reaches of Sluice Creek. In support of Ducks Unlimited and CT Department of Energy and Environmental Protection, Woods Hole Group conducted a study to evaluate a range of alternatives to potentially alleviate the anthropogenic tidal restrictions within Sluice Creek and restore salt marsh habitat. The study involved the development of two-dimensional hydrodynamic and wave models to assess the tidal dynamics and coastal processes. The alternatives included removing a tide gate at the Old Whitfield St crossing, creating a bypass channel to route flows around the Guilford Marina, and creating an open-span bridge. The alternatives were evaluated for their potential restoration benefits and increasing resiliency of the marsh, as well as the potential for any adverse impacts in terms of flooding and erosion within the surrounding areas.

Penobscot Bay Working Waterfront Resiliency Analysis – Lead Coastal Engineer
The Maine Department of Marine Resources, Maine Coastal Program was seeking to provide resiliency and vulnerability analyses and recommendations for adaptation measures for ten distinct working waterfront sites (WWS) in Penobscot Bay, Maine. Led the vulnerability analyses using critical elevations of infrastructure (for over-land and for over-water assets) derived from site and facility baseline characterizations conducted at each WWS. Regional and site-specific water surface elevation exposure profiles were then developed for each WWS to summarize the range of chronic (tidal) inundation and acute (storm surge) inundation occurring presently and reasonably expected to occur over the planning period due to sea level rise. For sites subject to wave exposure site-specific wave modeling was conducted for existing and future sea levels to better quantify wave hazards and potential increases in wave heights. Detailed vulnerability matrices were developed inform the planning and prioritization approach of adaptation needs for each WWS.

Argilla Road Resilience and Adaptation Design, Ipswich, MA. – Lead Coastal Engineer
The Town of Ipswich, in partnership with The Trustees of Reservations are conducting a climate adaptation project targeting Argilla Road, a key point of access for over 350,000 visitors to The Crane Estate. The Town and Trustees have identified building resilience in Argilla Road as the most important climate adaptation project

KEY PROJECTS (CONTINUED)

within the community due to the project's vulnerability, emergency access needs, local and regional value, and visibility. Design considerations will include elevating the road surface, re-sizing a culvert to allow greater tidal flow between Castle Neck Creek and an upstream salt marsh and stabilizing the road banks using green infrastructure techniques in a designated area of critical environmental concern. The evaluation and adaptation design are targeted towards building resilience for extreme tidal and storm conditions with projected increases in sea level over the expected design life.

Mt Hope Park Master Plan, Portsmouth, RI. – Lead Coastal Engineer
In support of the development of a Master Plan for restoring the waterfront park, conducted a shoreline stabilization suitability analysis and developed conceptual designs for mix of green and gray stabilization measures at the site including a living shoreline, recreational beach, concrete seawall, and wave attenuator.

Eagle Neck Creek Salt Marsh Restoration, Truro, MA – Project Manager
Eagle Neck Creek, an approximately 15-acre marsh, is tidally restricted by undersized and failing culverts at Old County Road. MA Division of Ecological Restoration and the Town of Truro were interested in conducting a targeted assessment to identify an appropriately-sized culvert crossing for the replacement of the failing structures. The project involved reviewing prior studies and recommendations, a multi-phase modeling approach that involved 1-D and 2-D components to adequately characterize the hydraulics of the system, and an assessment of alternatives to restore salt marsh and promote better drainage of the marsh system. Alternatives included culvert replacement, lowering of a breach opening in the former railroad berm, and targeted dredging of the marsh channels. The validated model was used to simulate and evaluate each of the proposed alternatives under typical tides and coastal storm events together with a selected sea level scenario. This resulted in the selection of a preferred alternative that can advance to the engineering design and full-permitting phase.

Seacoast Reliability Project, Durham, NH. – Modeling Subject Matter Expert
Provided expert testimony on behalf of the Town of Durham on evaluation and analysis of the Seacoast Reliability Project (SRP), proposed by the Public Service Company of New Hampshire d/b/a Eversource and submitted for approval to the New Hampshire Site Evaluation Committee (SEC). The evaluation focused on the hydrodynamic and sediment transport modeling conducted to assess impacts related to the proposed burial of transmission cables in Little Bay, NH. The evaluation related to concerns with the methods applied and underlying assumptions used to assess the sediment dispersion/deposition and associated impacts that would occur with the proposed cable burial activities, specifically with the use of a jet plow and hand jetting.

Coastal Processes Evaluation for Plum Island, Newburyport, MA. – Lead Coastal Engineer
In support of a NFWF Grant for Community Risk Reduction through Comprehensive Coastal Resiliency Enhancement for Great Marsh Upper North Shore, MA, Woods Hole Group conducted a coastal processes analysis to assist with the understanding of existing conditions and causes for shoreline retreat and erosion along Plum Island. Wave and sediment transport models were developed to characterize sediment transport trends in average annual and extreme storm wave conditions. The coastal study will give further insight into erosion hotspots that have historically occurred along the barrier island, the influence of jetty structures/nearshore features near the inlet to the Merrimack River, and potential mitigation solutions.

KEY PROJECTS (CONTINUED)

Chapoquoit Beach Restoration, Falmouth, MA - Senior Coastal Engineer
Planning and design project to restore critically eroded Chapoquoit Beach using sand dredged from the Cape Cod Canal by the US Army Corps of Engineers. Updated coastal processes analysis for the West Falmouth shoreline in Buzzards Bay to develop a sediment budget in support of the beach restoration study. Sediment transport analysis assisted in determining rate of infilling occurring at the inlet to West Falmouth Harbor and maintenance dredging requirements. Work was conducted under funding from the office of Massachusetts Coastal Zone Management's (CZM) Coastal Community Resilience Grant Program.

Design and Permitting of Nearshore Borrow Site and Sand Bypass System at Scusset Beach, Sandwich, MA. – Senior Coastal Engineer
Conducted an analysis of coastal processes to characterize existing wave environment and sediment transport trends at Scusset Beach State Reservation. Wave and sediment transport models were then used to evaluate different sand source alternatives including offshore/nearshore borrow sites along with beach profile adjustment and mining of sand dunes. An alternatives analysis was conducted to refine the borrow site location and dimensions, and to also gauge potential impacts of sand bypassing on adjacent infrastructure and natural resources. Engineering design and permit level plans of the recommended alternative were developed to support the Town of Sandwich in the permit process for sand placement at Town Neck Beach. Work was conducted with funding from the office of Massachusetts Coastal Zone Management's (CZM) Coastal Community Resilience Grant Program.

Hudson River Project: Resist, Delay, Store, Discharge NEPA EIS, Hudson County, NJ. -Lead Coastal Engineer
Feasibility Study and EIS for a $230-million comprehensive urban water strategy conceived to protect the Hoboken waterfront, as well as parts of Weehawken and Jersey City. Known as Resist, Delay, Store, Discharge, the project incorporates hard and nature-based infrastructure measures to address surge protection, coastal defense, and systemic drainage issues. Responsible for developing a MIKE21 coastal hydrodynamic model that was integrated with a MIKE URBAN stormwater model using MIKE FLOOD. Work also involved preliminary design of flood protection concepts through wave runup and overtopping analysis, overland wave modeling using a 1-D wave transformation model, computing dynamic wave loading and forces, and evaluating landward hazards to developments and built infrastructure.

Oakwood Beach Flood Attenuation Feasibility Study, Staten Island, NY - Lead Coastal Engineer
Integrated water resources study evaluating the feasibility of coastal storm damage reduction, storm water drainage and BMPs with added nature-based-infrastructure to increase ecological restoration opportunities for a community impacted by Hurricane Sandy. Responsible for the development and evaluation of alternatives to USACE's proposed revetment including the assessment of design waves and water levels to be used in wave runup and overtopping assessments. Conducted technical oversight and QAQC for 2-D hydrodynamic model used to evaluate newly proposed channels and revetment alignment combined with flow-control structures under tidal and extreme storm conditions. Working with regional offices consulted with NY DEC, USACE, The Nature Conservancy, NYC and other stakeholders to help ensure combined needs were properly assessed and incorporated into the project.

KEY PROJECTS (CONTINUED)

Coastal A Zone Maps, Massachusetts - Senior Coastal Engineer
Served as technical advisor and provided quality assurance and control for the development of new Coastal A Zone Maps for the Commonwealth of Massachusetts. Developed the technical review process and administered quality reviews for new and revised mapping of the Limit of Moderate Wave Action (LiMWA) to advise community officials of hazards due to waves and where Massachusetts State Building Code requirements and other regulations would apply. Coastal A Zone maps were developed for over 1,100 miles in eight coastal counties in Massachusetts keeping with the new FEMA guidance for delineating wave hazards.

FEMA Risk MAP Production & Technical Services (PTS), Federal Emergency Management Agency, Nationwide - Senior Coastal Engineer and Project Manager
Led several countywide coastal updates in FEMA Regions II and III. Projects included task management of terrain processing, field reconnaissance, coastal hydrodynamics and wave modeling, erosion analyses, hazard risk assessment, mitigation, outreach, and floodplain mapping. Provided technical oversight for storm surge modeling and coastal hazard assessments. Also provided direction and input on coastal appeal resolution, as well as the development of new coastal guidelines and procedures for FEMA's coastal flood studies.

Levee Analysis and Mapping Pilot Studies, FEMA Region VI – Lead Coastal Engineer
Served as lead engineer and subject matter expert for new Levee Analysis and Mapping Procedures being implemented by FEMA HQ and Region VI for assessing non-accredited levees. Led working group in the development of new procedures for non-accredited levees subject to coastal flooding. Work involved developing consensus among multiple agencies including representative FEMA regions and the USACE. Conducted pilot studies in LA (Plaquemines and Lafourche Parishes) and TX (Freeport Levee System) to apply and evaluate new methodologies in assessing coastal risk in areas protected by non-accredited levees. Work involved levee breach assessments and the integration of 1-D to 2-D coastal hydraulic models to define the hazards within the polder.

Coastal Hazard Assessment for Lake Erie, FEMA Region V – Senior Coastal Engineer
Provided technical oversight and input on the 2-D coupled surge and wave model setup including the historical storm characterization, mesh development, and model validation. Assisted in the development of a Coastal Modeling and Analysis framework for the implementation of new methodologies and guidelines for the assessment of coastal hazards in the Great Lakes. Integrated modules to assess response-based (multi-event) erosion and wave runup using CSHORE-1D model and extreme statistical distributions. Using joint probability distributions, evaluated five combinations of waves and water levels for the assessment of hazards at the 1% and 0.2% annual return frequencies

NY-NJ Storm Surge Study, FEMA Region II - Senior Coastal Engineer
Served as lead engineer for storm surge model development tasks including ADCIRC and SWAN mesh development, model validation, and the QAQC of over 175 storm surge model simulations. Validation was conducted through hindcasts of both tropical and extratropical storms and the verification of simulated maximum surge and wave conditions. Storms were developed using the Joint Probability Method-Optimum

KEY PROJECTS (CONTINUED)

Sampling and modeling was conducted on a high-performance computing environment. Provided technical oversight and review of computed storm surge return frequencies developed for coastal hazard assessments.

Big Bend FL Storm Surge Study, FEMA Region IV - Senior Coastal Engineer
Storm surge study encompassing Taylor, Dixie, and Levy Counties in Florida. Provided technical oversight and input for storm selection, the statistical methods (JPM) developed for study area, and model validation. Conducted detailed reviews of the seamless bathymetry/terrain surface developed for mesh generation and of the ADCIRC and SWAN modeling meshes to ensure features were adequately represented.

Climate Change Adaptation Strategies for Coastal Community, East Boston, MA – Coastal Engineer
Managed development of coastal engineering alternatives to protect coastal community against varying levels of projected sea level rise combined with extreme coastal storm events. Investigated retrofitting techniques, including floodproofing and other adaptation strategies, for an urban community to address impacts of climate change. Drafted design concepts and estimated projected costs for alternatives to assist in a scenario-based risk assessment. Participated in outreach activities to inform community of potential impacts, coastal engineering alternatives, and other community-specific adaptation strategies

Numerical Modeling of Hydrodynamics and Constituent Transport for Stony Brook Wetlands Restoration Feasibility Study, Brewster, MA – Coastal Engineer
The project consisted of implementation of a field data collection program, development and calibration of a two-dimensional numerical circulation model using the Environmental Fluid Dynamics Code (EFDC), and the application of the calibrated model to conduct an alternatives analysis aimed at restoring tidal flow to the Stony Brook estuarine system. The hydrodynamics and salinity model was utilized to simulate existing conditions, as well as alternatives involving the replacement of two culvert structures which convey tidal flow under the Route 6A roadway to the upstream/landward portion of the marsh. The potential benefit and impacts of each proposed restoration alternative were evaluated including upland flooding, sediment transport/scour of the channel bed or adjacent roadway, effects on drainage/infrastructure, and any effects on migratory anadromous fish. The alternatives were simulated under typical tidal, low-flow, and storm conditions to fully assess their performance and to make a recommendation on how to best achieve restoration with minimal impacts.

Coastal Structure Design for Fisheries and Marina Facilities, KSA - Lead Coastal Engineer
Evaluation and design of revetment and composite breakwater structures for fishing port developments in the Eastern Province. Conducted nearshore wave transformation modeling using STWAVE to arrive at design wave conditions. Computed wave runup, overtopping, and transmission for design scenarios and determined static and dynamic loading for composite rubble-mound/vertical wall structure.

Flood Plain Analysis for Cameron Parish, LA – Coastal Engineer
Reviewed Flood Insurance Rate Maps (FIRMs) and Base Flood Elevations (BFEs) established by the Federal Emergency Management Agency (FEMA) for coastal parish. Gathered LIDAR topographic data for the parish communities and performed comparison with elevation data used within the two-dimensional model to establish the flood zone boundaries. Developed wind field for Hurricane Ike using data from various sources for

KEY PROJECTS (CONTINUED)

input into an ADCIRC model. Performed hindcast of Hurricane Ike using a two-dimensional ADCIRC model in order to compare simulated storm surge levels with data recorded locally within the parish, during the storm.

Numerical Modeling of Hydrodynamics for Proposed Arabian Canal, Dubai, UAE, Limitless – Coastal Engineer
In order to evaluate the conceptual design of a proposed canal in Dubai, two separate hydrodynamic models (1-D and 2-D) were developed. The models were used for a preliminary analysis of the flushing characteristics of the proposed 75-kilometer canal which would be connected to the Arabian Gulf. A one-dimensional analytical model and a two-dimensional numerical model of the canal were developed. The analytical model provided preliminary results that were used to determine whether certain design concepts warranted more detailed analysis, and to guide the development of the numerical model. Sensitivity analyses were then conducted to assist in developing components of the canal design, including the locations, size, and operation of tide gates, channel dimensions, and potential marina developments. The components of the canal design were varied within the models, water flushing/refreshment periods were computed, and areas having potential water quality issues were identified. Recommendations were made in order to achieve the water quality objectives while also preserving the design objectives for the development.

Evaluation of Shoreline Protection at Beach Facility, Bristol, RI. - Lead Coastal Engineer
Responsible for conducting field investigation of existing shoreline protection measures at neighborhood association beach facility in order to propose alternatives for remediating erosion incurred at the site. Analyzed average annual and extreme storm conditions in conducting desktop study to evaluate alternatives to replace or repair the existing degraded seawall structure at the beach facility. Evaluation of alternatives included an assessment of overall effectiveness, structural lifetime, construction feasibility, as well as estimates of permitting, engineering, and construction costs. Developed recommendations for the neighborhood association to effectively control erosion at the site, to retain the upland facility, and to provide safe access to the recreational resource.

Hydrodynamic Characterization and Sediment Transport Evaluation at the Former Callahan Mine Property, Brooksville, ME – Coastal Engineer
The Goose Pond estuary is a site of environmental concern and is classified as a Superfund site on the National Priorities List by the Environmental Protection Agency (EPA). The site is the former location of a zinc/copper open-pit mine where mining operations were conducted adjacent to and beneath the tidal estuary. Supported the Maine Department of Transportation (DOT) for an evaluation of contaminant transport and fate at the former Callahan Mine site connected to the Penobscot River in Brooksville, ME. Characterized the hydrodynamics and transport processes within the flooded former mine property influenced by the tides of Penobscot Bay. The project consists of a field data collection program, and the development of a three-dimensional hydrodynamic and sediment transport model to evaluate overall circulation patterns and transport within Goose Pond. Processed measured water level, salinity, and current speed/direction data to characterize baseline conditions at the site and to calibrate the model. Applied numerical model to simulate significant precipitation and storm surge events to assess the potential for sediment mobility under extreme conditions.

KEY PROJECTS (CONTINUED)

Evaluation of Shoreline Restoration at Nantasket Beach, Hull, MA. – Coastal Engineer
Responsible for developing wave and sediment transport models to simulate existing conditions and conduct an alternative analysis in support of a comprehensive coastal processes study to address ongoing coastal erosion at Nantasket Beach. Quantified site-specific wave conditions using measured wind and wave data, and the STWAVE numerical wave transformation model. Simulated transport processes along the barrier beach using a state-of-the-art sediment transport model to evaluate the performance of the existing seawall, as well as structural and non-structural shore protection measures under various environmental conditions. Assessed the performance and lifetime of the selected shore protection measures to provide guidance on potential long-term solutions for the area.

Numerical Modeling of Reverse Osmosis Water Treatment Facility Discharge Dilution, Melbourne, FL, Reiss Environmental – Coastal Engineer
Developed a three-dimensional model of the Eau Gallie River using the Environmental Fluid Dynamics Code (EFDC) to simulate the hydrodynamics and particulate transport within the estuarine system. The modeling effort was for the continued evaluation of the City of Melbourne's reverse osmosis concentrate discharge into the Eau Gallie River. Application of EFDC model involved the development of a curvilinear-orthogonal grid defining the geometry of the system, as well as defining conditions at both upstream and downstream boundaries of the Eau Gallie River, the atmospheric conditions, and the concentrate discharge into the model domain. Existing conditions were simulated, and the model was calibrated and verified using collected field data. The model was then applied to simulate DEP specified design flow conditions (7Q10) to characterize the concentrate dilution and the extent of mixing zones for the parameters of interest.

Hydraulic Modeling and Scour Assessment for WM. T Morrissey Boulevard Bridge at Pattens Cove, Dorchester, MA – Project Manager/Coastal Engineer
The potential for scour was assessed for the Morrissey Boulevard Bridge crossing at Pattens Cove for both 100-year and 500-year storms. The DYNLET1 numerical model was employed to evaluate the hydraulic characteristics of the tidal waterway. The model was driven and calibrated using field data collected at the site. The tidal current velocities and water elevations obtained from the storm simulations were used to compute the maximum scour potential for the open-bottom box culvert. The scour analysis, performed following FHWA and USACE methodologies, assisted in determining the single-digit code under Item 113 of the *FHWA Recording and Coding Guide for Structure Inventory and Appraisal of the Nation's Bridges* for the Morrissey Boulevard/Pattens Cove bridge crossing. Recommendations of scour countermeasures were made for the site to offer protection from future extreme storm events.

Flood Plain Analysis for Federal Emergency Management Agency (FEMA) Letter of Map Revision (LOMR), Falmouth, MA – Project Manager/Coastal Engineer
Conducted flood plain analysis to support a FEMA LOMR application to revise the base flood elevations and flood zone map for coastal properties fronting Vineyard Sound in Falmouth, MA. The 100-year return period wave height and storm surge levels were established and wave transformation and wave runup modeling were completed utilizing the FEMA Coastal Hazard Analysis Modeling Program (CHAMP) and US Army Corps of

KEY PROJECTS (CONTINUED)

Engineer's methodologies. The potential for erosion was estimated and flood zone delineations were made based on the model results.

Mixing Zone Evaluation in Lake Michigan, Indiana Dept. of Environmental Management - Coastal Engineer
Conducted study to support the review of a permit renewal application for a discharge into Lake Michigan. The study included a literature review on Lake Michigan currents to help characterize receiving waters in the vicinity of the discharge. Observations of currents in Lake Michigan were also made over a 45-day period using two Acoustic Doppler Current Profiler (ADCP) systems in order to better determine the discharge site-specific ambient conditions. The current data were processed, and an attempt was made to correlate the currents with wind observations obtained from nearby locations in order to model long-term conditions. This data was then analyzed to define the appropriate ambient water input conditions to use in modeling the discharge's dilution and mixing zone.

Numerical modeling of a ship-to-shore causeway in waves, N. Kingstown, MA, University of Rhode Island/Vibtech Inc. - Coastal Engineer
Developed numerical model to analyze the motion of an articulated ship-to-shore causeway system in nearshore areas. The vertical motions of the floating structure were evaluated for sea state 3 conditions. The model was developed using potential flow theory to solve the equations of motion. The work involved conducting a wave simulation from a wave spectrum to construct the time history of the structure's response. Results from the model were compared with those obtained from experimental data. A study was then completed to analyze the sensitivity of the system's dynamics to the variation of critical parameters.

Material testing and transport for casting basin at Fort Point Channel, Boston, MA, Modern Continental Construction - Engineer
Managed the environmental testing, transport, and disposal of over 500,000 cubic yards of dredge and excavate material taken from and around Fort Point Channel. Portions of the channel were dredged for the construction of a series of cofferdam cells used to close off a casting basin (dry dock) at the waterfront. Material was also excavated to form the casting basin used to construct concrete tunnel sections. The material was transported to a temporary storage location for sorting and testing. Material was then transported to various locations throughout the Northeast following DEP regulations.

Construction management at Fort Point Channel Crossing, Boston, MA, Modern Continental Construction - Engineer
Oversaw areas of construction related to the fabrication of concrete tunnel tube sections for the Fort Point Channel Crossing Central Artery/Tunnel project. Managed implementation of a multi-media groundwater filter system. Monitored and managed operation of technical systems, including groundwater control, construction noise control, and geotechnical instrumentation. Also worked with subcontractors in obtaining project approval and in reviewing and procuring necessary submittals.

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Nadine A. Sweeney

Executive Assistant

EXPERTISE

Ms. Sweeney has been with Woods Hole Group since 1993, and has a complete understanding of the corporate management systems and procedures. She also is primarily responsible for the publication of high-quality deliverables, including layout, formatting, and production. She has a wide range of publication software skills, including expertise with MS Word, Excel, and PowerPoint, as well as graphics software experience with Adobe Photoshop and Illustrator. For operations management support, Ms. Sweeney is a MS Project specialist, including applications for individual project scheduling and planning, as well as program roll-ups for resource tracking across multiple projects, clients, and departments within Woods Hole Group. She also helps define and track work breakdown structures in support of Project Managers for individual projects. In support of financial management, Ms. Sweeney acts as the Project Manager's liaison with the Woods Hole Group accounting and finance department. Ms. Sweeney creates project and client files within the Sage corporate financial management system, including entry and tracking of budgets for individual tasks and subtasks. With her experience and knowledge of management processes, Ms. Sweeney also has the intangible ability to effectively encourage Project Managers in their duties. Specifically, she helps Project Managers review and produce monthly (at minimum) project budget update reports, client invoices, and progress reports as required.

QUALIFICATION SUMMARY

- 25 years of professional experience supporting project managers and engineers on a variety of technical projects
- Strong written and verbal communication skills
- Excellent organizational and coordinating skills
- Excellent communicative skills with clients and project managers

WORK EXPERIENCE

1993-Present Executive Assistant, Woods Hole Group

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David R. Walsh, M.S.

Senior Project Manager/Coastal Scientist
(Team Leader, Coastal Measurements and Sediments Group)

Field Party Chief/Field Oceanographer
(Oceanography and Measurement Systems Division)

EXPERTISE

Design and implementation of real-time data monitoring systems in coastal and estuarine environments. Oceanographic data collection systems. Coastal and deep-water mooring system instrumentation and deployment techniques. Field operations logistics, efficiency, safety, and shipboard deck operations. Programming, deployment, and data analysis of oceanographic instruments including the ADCP, ADV, and CTD. Mooring design, floatation/hardware components, and acoustic releases.
Research interests in coastal geomorphology and sedimentology. Application of field and laboratory research to resolve and evaluate geologic processes within coastal, estuarine, and oceanic environments. Utilization of GIS and other geospatial software packages to map and define geomorphological processes and sediment characteristics, including the presence of contaminants. Design, acquisition, and interpretation of bathymetric, side-scan sonar, and sub-bottom sonar surveys. Implementation of sediment sampling strategies to ground-truth geophysical survey data (physical properties, sediment stratigraphy, layer thickness) and estimate sedimentation rates.

QUALIFICATION SUMMARY

- 17 years of experience
- Extensive field/shipboard operations and logistics management of geologic and oceanographic sampling
- Experienced in the deployment/recovery of oceanographic mooring systems, instrumentation, and data processing
- Specializes in oceanographic data collection program management and operational logistics for both surface and subsurface systems.
- Use of ADCPs for temporal (moorings) and spatial (vessel surveys) oceanographic studies
- Sediment core collection and characterization
- Geochronological analysis of sediment cores using radioisotopes activities and contaminant histories
- GIS geospatial analysis applications, cartographic transformations, and digital terrain modeling of topographic and bathymetric data
- Geophysical survey data acquisition, processing, and interpretation (bathymetric, side-scan, sub-bottom)

Education
2004 – M.S.
Marine Studies - Oceanography
University of Delaware
1999 – B.S.
Geoscience
Hobart College

Work Experience

- 2018-Present Woods Hole Group, Inc. (Team Leader, Coastal Measurements and Sediments Group)
- 2012-Present Woods Hole Group, Inc. (Sr. Project Manager)
- 2004-2012 Woods Hole Group, Inc. (Coastal Scientist)
- 2001-2004 University of Delaware (Research Assistant)
- 1999-2001 USGS Coastal and Marine Geology Program (Sediment Lab and Mooring Systems Technician)

KEY PROJECTS

Long-term Measurements of Hydrology, Meteorology, and Sediment Oxygen Demand in the Delaware Estuary. Philadelphia Water Department. 2012–Present. Project Manager

The Philadelphia Water Department (PWD) is in the process of developing a hydrodynamic water quality model of the tidal Delaware Estuary between Trenton, NJ and Delaware City, DE. As part of this process, the PWD contracted the Woods Hole Group (WHG) and their subcontractors to collect data that will be used to calibrate and validate the PWD model. The contract's project is split into two parts: 1) the collection of hydrodynamic and meteorological time-series, and 2) seasonal and spatial characterization of sediment oxygen demand, and other important biogeochemical processes in the model domain.

Hydrodynamic data (current magnitude and direction, conductivity) have been collected at three long-term stations that consisted of an acoustic Doppler current profiler (ADCP), conductivity sensor, data logger, and a surface buoy telemetry system. Data collected at each system were transmitted to the Woods Hole Group base station at 6-minute intervals. In addition to the three long-term systems, multiple short-term (30-day) data collection stations were deployed to characterize currents at specific locations of interest to the PWD modeling team. Multiple water quality monitoring buoys equipped with multiparameter sondes are also maintained throughout the estuarine model domain.

The seasonal and spatial characterization of sediment oxygen demand (SOD) is being performed via direct measurements, along with other relevant sediment parameters. Samples have been repeatedly collected at over 88 stations in the model domain during four separate sediment collection surveys. Additionally, four water quality surveys have been performed since it has since been determined that the water column is a major contributor to the biogeochemical cycling of nutrients and oxygen.

Herring River Real-Time Observation Network (HeRRON). Friends of Herring River. 2015–Present. Project Manager

Woods Hole Group has successfully designed and installed a network of five real-time water quality monitoring stations in the Herring River, Wellfleet, MA. The HeRRON stations will be used to provide baseline data for the restoration of the Herring River estuary, and also provide monitoring information that can be used to assess the management of restoration through implementation of flow controls on a structure that will be constructed as part of the project. Stations are anticipated to provide data for the next 20-years: before, during, and after the restoration construction. All stations are autonomously power with a solar array and transmit data at 30-minute intervals. Sensors are surveyed to provide water level information relative to the vertical datum of NAVD88. Data parameters include water level, temperature, conductivity, pH, dissolved oxygen, and turbidity.

Oceanography Measurement Program, New York Bight. 2008–2009. Field Operations Manager

WHG designed, deployed and maintained two long-term monitoring locations in the New York Bight. Each location contained a complex array of instrumentation designed to fully characterize the oceanographic properties of the water column at the two specific sites over the course of a year. Surface and internal waves, currents, and water column stratification are of primary interest. The effort has included instrumentation mounted to surface buoys, subsurface moorings, and bottom platforms, with all positions monitored by satellite tracking. Quarterly service visits, reports, and data are deliverables to the client.

KEY PROJECTS (CONTINUED)

Delaware Estuary Regional Sediment Budget. USACE-Philadelphia District. 2009–2012. Coastal Scientist, Project Manager

The objective of this project is to identify sediment sources, transport pathways, and sinks in the Delaware Estuary with application towards a regional sediment budget, with emphasis placed on fine-grained (cohesive) sediments. The budget is being derived from the most up-to-date data available from federal and state government agency sources and the University of Delaware. The final sediment budget is intended to provide a framework for managing sediment and related resources in the estuary. This work is being performed in concert with the Delaware Estuary Regional Sediment Management (RSM) initiative of the United State Army Corps of Engineers Philadelphia District.

Field Data Collection and Historic Chart Digitization, Merrimack River, Newburyport, MA. USACE-New England District. 2012–2013. Project Manager

This multidisciplinary study was performed to assess historic and present conditions within the dynamic Merrimack Estuary and Newburyport Harbor, and to develop long term maintenance strategies. The project was comprised of three tasks. The field program, consisting of Tasks 1 and 2, had the objective to collect current, water level, and salinity data at discrete locations within the project area over a 60-day period. To accomplish this, Woods Hole Group deployed five (5) current meters and four (4) multi-parameter data loggers. The objective of Task 3 was historic chart digitization; to this end, Woods Hole Group processed 27 historic navigation charts or maps of the Merrimack River Estuary. Most charts represent yearly progress maps depicting the depth conditions during the time the jetties at the river inlet were being constructed. Some of the oldest charts (i.e. 1851 and 1880) show the condition of the area prior to the installation of the jetties. All field and chart digitization data were provided to the NAE for internal analysis.

Sediment Boring Collection and Analysis Offshore the Former Aerovox Property, New Bedford Superfund Site, New Bedford, MA. USACE-New England District. 2012–2013. Project Manager

The primary objective of this project was to obtain a vertical profile of contaminants along the former Aerovox Site facility shoreline, from the sediment water interface to bedrock. The secondary goal was to identify potential pathways for contaminant transport within the sediment using analytical data and geotechnical data. The objectives of the project were achieved with twelve (12) sediment borings using a barge mounted sonic drill rig as the sampling platform. One hundred twenty-three (123) analytical field samples were collected from the boring sections. Each sample was collected from a half-foot (0.5) interval of sediment and was submitted for analysis of PCBs (Aroclors), VOCs, and SVOCs, and an archive sample for possible PCB 209 Congeners analysis. All split sediment boring sections were measured, photographed, described, and logged by a trained soil scientist. In all cases, boring collection ceased at bedrock, whether verified with the recovery of a plug of stone, or through drill rig characteristics and feedback provided by the driller. A group of seven (7) site specific contaminants-of-concern were chosen by the USACE-NAE and USEPA for detailed reporting based on: 1) historical usage of these compounds by the Aerovox Corporation and respective degradation compounds, and 2) observations of high concentrations in New Bedford Harbor sediment from this area.

KEY PROJECTS (CONTINUED)

New Bedford Harbor Environmental Monitoring Program, New Bedford Superfund Site, New Bedford, MA. USACE-New England District. 2009–2014. Project Manager
In support of the remediation efforts for the New Bedford Harbor Superfund Site (NBHSS), the Woods Hole Group is performing various types of environmental monitoring. The project includes monitoring, sampling, and chemical analysis as necessary to support ongoing remedial actions and compliance with project remediation requirements. Water quality monitoring was performed in support of dredge operations, and included both vessel based monitoring crews and the use of four (4) real-time telemetry buoys equipped with sensors to monitor temperature, conductivity, turbidity, and DO. The telemetry systems supplemented on-site monitoring, collected a comprehensive data set for the client, and provided alerts to management personnel if water quality parameter thresholds were exceeded. Other environmental monitoring efforts at the NBHSS included groundwater monitoring to support ongoing O&M at the Sawyer Street Confined Disposal Facility, sediment sampling to assist in determining the extent of contamination within the harbor sediments, installation/sampling of sediment traps throughout the upper harbor and support compliance with project goals and objectives, and post-remediation sampling and monitoring.

Mixing Zone Evaluation, Lake Erie. Reserve Environmental Services. 2012–2013. Project Manager
In order to comply with permitting requirements from the state of Ohio, a mixing zone study, dilution monitoring, and effluent diffusion modeling were performed for the client's discharge outfall into Lake Erie. In support of this goal, the Woods Hole Group performed three tasks: 1) characterization of the wave and current environment in the vicinity of the outfall, 2) a 60-day *in situ* monitoring and total dissolved solids (TDS) data acquisition, and 3) dilution modeling at the outfall site, calibrated with field observations. The results of this study revealed that the mixing zone boundary previously imposed on the outfall diffuser was improperly defined and that the application of a different model, Cormix 2, was more technically applicable for the system design and provided a more accurate representation of mixing. The application of the comprehensive field data set with the Cormix 2 model resulted in the recommendation that the area if initial mixing (AIM) boundary be extended. This revised AIM boundary would ensure that performance of the diffuser could be evaluated with a greater degree certainty for a wide range of likely conditions, which in turn provided a realistic operational requirement for the client's permit.

Tisbury Great Pond Transport Study, TGP Munitions Response Site, Martha's Vineyard. UXB International. 2011–2012. Project Manager
One of the more unique projects that Woods Hole Group has worked on in recent time, this project was performed to evaluate the potential for historic UXO (unexploded ordnance) transport from burial in the Tisbury Great Pond barrier beach. The location had been a former aerial bomb training site for the military and contains a number of buried UXO in need of disposal. The WHG evaluation included a field data collection program and development of a calibrated hydrodynamic model to accurately assess the potential for transport of the historic munitions if uncovered by coastal processes. Calibration to a prospective inlet breach of the barrier beach, the most likely cause for acute exposure and transport, was accomplished through comprehensive measurement program scheduled around the actual excavation of a trench through the barrier beach – which quickly developed into a tidal inlet. The field data collection program consisted of three components: 1) deployment of an instrument platform to measurement offshore waves over a 60-day period, 2) deployment of instruments to

KEY PROJECTS (CONTINUED)

measure water levels within Tisbury Great Pond and in the Atlantic Ocean over 30-days, and 3) measurement of inlet current velocities during the 48-hours following inlet excavation. Through incorporation of the observed field data, the calibrated hydrodynamic model was able to confidently identify areas of potential exposure and/or transport of UXO at the site, and these results were used to define the search pattern for remaining UXO in need of disposal by the client.

Sampling and Analysis in Support of the Greenwich Harbor Federal Navigation Project, Greenwich, CT. USACE-New England District. 2011–2012. Project Manager

The objective of this work was to acquire data for the analysis of environmental impacts associated with the proposed maintenance dredging of approximately 300,000 cubic yards of sediments from the Greenwich Harbor Federal Navigation Project (FNP), with proposed disposal of the dredged material at either the Central (CLIS) or Western (WLDS) Disposal Site in Long Island Sound. The environmental sampling consisted of collecting sediment cores from 34 locations and water samples from eight locations within the Greenwich Harbor FNP, as well as sediment grab and water samples from the CLIS and WLDS reference locations. Samples were delivered to the laboratory for analysis of physical, chemical, and toxicological parameters as required by the EPA and NAE Regional Implementation Manual. The results were used to characterize the sediment in order to determine whether it is suitable for offshore disposal at either CLIS or WLDS.

Currents and Sediment Dynamics Studies for the Raritan Bay Slag Superfund Site, Old Bridge, NJ. 2010–2011. Coastal Scientist/Project Manager

The Woods Hole Group performed a one-month field data collection program to characterize the nearshore current, wave and sediment dynamics in the vicinity of the Raritan Bay Slag Superfund Site, as well as quantify the hydraulic and particle exchange between Raritan Bay and Chessequake Creek. The site shoreline is fronted by sandy beaches and engineered structures such as seawalls, groins, and jetties. A major physiographic feature of the site is the Cheesequake Creek Inlet; the construction material of the inlet's western jetty is a known source of contamination at the site. Woods Hole Group quantified the tidal exchange through Cheesequake Creek Inlet, in addition to characterizing the littoral wave and current regime along the shoreline. These data will be used to help understand the wave and current regime and sediment transport dynamics. Estimates of water volumetric flux, as well as suspended sediment flux were calculated, and when coupled with dissolved and particulate contaminant concentrations, the flux estimates were used by the client to refine the conceptual site model (CSM) and to estimate contaminant flux.

Hydrodynamic Analysis and Alternatives Design Assessment for the Restoration of Bride Brook, Rocky Neck State Park, East Lyme, CT. 2007–2010. Coastal Scientist/Project Manager

This project investigated the hydrodynamic characteristics of the degraded Bride Brook estuary and provided an assessment of the potential alternatives designed to restore more natural conditions to the system. The estuary has been structured since the early 20th century by twin elliptical culverts located at the mouth of the estuary on Long Island Sound. Since that time, alewife numbers in Bride Brook have declined and the estuarine salt marsh surface is noticeable degraded with pockets of vegetation die back; these present conditions have spurred a restoration effort. The WHG investigation was performed by collecting field observation data and incorporating the data into a 1-D hydrodynamic model. The model was calibrated and verified using the field observations for

KEY PROJECTS (CONTINUED)

existing conditions, and subsequently modified to conceptual design specifications for two proposed alternatives. The model was used to assess hydrodynamic conditions (water level and velocity) for the two alternatives during typical conditions and extreme event conditions. Model output was used in a channel scour analysis for both alternatives to determine whether scour was likely to occur in the channel. A recommended alternative was chosen by the client based on the WHG investigation report and construction plans for the restoration were provided as final products.

Evaluation of Sedimentation and Associated Contaminant Transport Processes in a Shallow Estuarine Cove, Southeastern, MA. 2004–2006. Coastal Scientist/Interim Project Manager

Woods Hole Group, Inc. executed a comprehensive investigation of the transport processes of sediments and associated contaminants in a shallow estuarine cove located in southeastern Massachusetts. The purpose of this investigation was to provide quantitative results that will assist in the development of required remedial alternatives for this location. The investigation involved: 1) field data collection to quantify and rank transport processes more accurately, 2) laboratory analysis to constrain contaminant "hot-spots" and quantify contaminant mass, and 3) a quantitative characterization of certain hydrodynamic and sediment transport processes, and their associated rates. This investigation was intended to provide a detailed understanding of contamination history and transport processes to aid in determining the possible need for remediation and, as appropriate, provide input for evaluating possible remedial alternatives.

Environmental Assessments and Impact Evaluation of Hammonasset Beach State Park, Madison, CT. 2007–2008. Coastal Scientist/Field Technician Lead

In this multi phase project, Mr. Walsh led the field data collection program, performed a shoreline change analysis, and assisted in writing several report chapters pertaining to the coastal geology and morphology of Hammonasset Beach, and beach nourishment sand sources. In preparation for the wave modeling phase of this project, Mr. Walsh performed a nearshore bathymetric survey and successful deployment of two trawl resistant bottom mounted ADCP moorings (near-shore, offshore) to collect wave and current data over a 60-day time period. A subaqueous sediment sampling program (using a petite ponar grab) was also completed to delineate potential beach nourishment resources.

Historical Shoreline Change Analysis. South Shore, Suffolk County, Long Island, NY. 2004–2008. Coastal Scientist

Woods Hole Group, Inc. (WHG) was contracted to perform an evaluation of historical shoreline change and sediment transport modeling of Long Island's southern shoreline in support of legal proceedings for Suffolk County, New York. The study evolved over a five year period into a comprehensive morphological evaluation of the Suffolk County shoreline. A primary area of focus for this investigation was the vicinity of three groins near Georgica Pond. To that end, a shoreline change analysis, spanning 113 years, 30 miles of shoreline, and 24 data sources, revealed that the background variability of shoreline position to either side of the groins has not changed markedly since the construction of the groins in the early 1960's. Additionally, this work was supported by the development of a process-based analytical model that included time-variable wave spectra (wave heights, periods, and directions) from a linked wave model, and use of the actual bathymetry and shoreline data. The model withstood rigorous legal review and results indicated the three

KEY PROJECTS (CONTINUED)

groins have a small, localized zone of influence on sediment transport. It was found that the natural bathymetric features in the vicinity of Georgica Pond produce changes in the rate that are larger than those caused by the groins. Therefore, the natural features of the regime have just as much influence on the shoreline as the groins. The application of the comprehensive shoreline change analysis, coupled with the advanced technical approach that WHG took with this investigation provided valuable, objective results that assisted the County in their successful legal defense.

NOAA CO-OPS National Current Observation Program, Penobscot River and Bay, Maine. 2006. Field Technician Lead

Mr. Walsh managed the WHG field operations during the Penobscot Current Observation Program in 2006, participating in all three cruises. The program consisted of data collection at nine stations using TRDI ADCPs mounted in both SUBS buoys and TRBM platforms. During this project Mr. Walsh received experience working directly with NOAA CO-OPS personnel, policies, and equipment. GFE instrumentation consisted of TRDI ADCPs, ORE CART, Benthos 875-A PUB, Benthos UAT-376 transponders, and RBR XR-420 CTD. In addition to preparing, maintaining, and deploying the GFE, Mr. Walsh assisted with CTD casts, and prepared the final NOAA formatted log sheets. The experience that the Penobscot Current Observation Program has provided WHG and Mr. Walsh with a working knowledge of NOAA operations and requirements that will prove invaluable to the success of future projects.

Oceanographic Investigation of the Brazilian Shelf and Slope, Southern Atlantic Ocean, Brazil. 2008–2009. Field Technician Lead

The objective of this project is to collect a two-year time-series of oceanographic data at various locations off the Brazilian coast. Mr. Walsh was the lead field technician during the project's initial deployment. Six deepwater moorings are deployed on the continental shelf and slope in water depths ranging from 300 to 2,200 meters. Contour normal CTD transects are also performed are also performed at each 90-day turnaround for data recovery and instrument maintenance. Current magnitude/direction and water physical properties are measured using TRDI 75 kHz ADCPs, Nortek Aquadopp ADVs, and Seabird 37-SMPs.

Offshore Current Observations via a Deepwater Mooring Array, Caribbean Sea, Colombia. 2007–2008. Field Technician Lead

Mr. Walsh was a key participant in six research cruises performed to collect a continuous year-long time-series of oceanographic data at three deepwater locations off the Caribbean coast of Colombia, South America. Mooring water depths ranged between 750 and 1500 meters. Current magnitude/direction and water physical properties are measured using TRDI 75 kHz ADCPs, Nortek Aquadopp ADVs, and Seabird 37-SMPs.

Regional Current Velocity Mapping and Long-Term Observations, Strait of Gibraltar. 2007. Field Technician Lead

Managed the planning and design of a field survey of tidal currents offshore Europa Point, Gibraltar and Ceuta, Spain. The vessel based survey was performed using a TRDI 150 kHz Quartermaster ADCP with bottom-tracking in order to profile currents out to a depth of approximately 350 meters and collect

KEY PROJECTS (CONTINUED)

bathymetric soundings. Subsequent to a rigorous spatial survey mapping current magnitude and direction over a 6 day period, the current meter was deployed in a subsurface mooring to collect a time-series of the complete lunar cycle of tidal currents over 30 days.

Hydrodynamic Observations of the Merrimack River, Manchester, NH. 2006. Coastal Scientist/Field Technician Lead

WHG was contracted to collect a 30-day time series of current velocity and water level in the Merrimack River at Manchester, NH. Mr. Walsh was the lead scientist and field technician for this project that required a unique approach to ensure the successful collection of data. Data collection was performed at two locations across a transect normal to river flow using the Nortek 2 MHz ADP. One instrument was located in the thalweg, and the other was jetted into the river bottom on the shallow (<1 meter) flats flanking the thalweg. Despite the difficulties caused by the riverine water turbulence, water column debris, and shallow water levels, a complete data record was recovered and provided to the client.

Hydrodynamic Observations at the Former Callahan Mine Property, Brooksville, Maine. 2006. Coastal Scientist/Field Technician Lead

Mr. Walsh led the field data collection program for this project located in this interesting coastal Maine estuary. At the project site, a complex interaction between the strong Penobscot Bay tides, an inlet restriction, the flooded former mine pit (>300 feet deep), and the extremely shallow upper estuary created an exceptional hydrodynamic situation and required a unique data collection plan. A time series of currents, turbidity, water level, salinity, and temperature were collected for 60-days at three locations in the estuary in order to characterize these complex hydrodynamics. Subsequent to collection, data were applied to calibrate and verify a 3-D model that was used to estimate the effects of extreme events on the system's hydrodynamics, and to estimate sediment transport potential.

Reverse Osmosis Concentrate Dilution Analysis and Ambient Water Quality Characterization, Melbourne, FL. 2005. Coastal Scientist/Field Technician Lead

Completed collection and processing of field data for application in an analytical model to characterize the dilution of a reverse osmosis (RO) plant discharge in the Eau Gallie River. The field data collection program consisted of measurements of tide, salinity, and temperature over a 45-day period using four strategically placed CTD sensors, a high resolution bathymetric survey, water quality sampling, and additional CTD surveys to account for spatial variability. River flow and discharge data were obtained from the City of Melbourne and other sources to complete the comprehensive data set required for the dilution analysis. The field data was processed and used in an analytical model to simulate the existing discharge and determine if a mixing zone could be achieved and permitted under existing water quality regulations and both the State and Federal level.

Mixing Zone Evaluation, BP Products North America, Whiting Business Unit, Lake Michigan. 2005. Field Technician Lead

Conducted study to support the review of a permit renewal application for a discharge into Lake Michigan. The study included a literature review on Lake Michigan currents to help characterize receiving waters in the vicinity of the discharge. Observations of currents in Lake Michigan were also collected over a 45-day period using two TRDI ADCP systems in order to better determine the discharge site-specific ambient conditions. The current

KEY PROJECTS (CONTINUED)

data were processed and an attempt was made to correlate the currents with wind observations obtained from nearby locations in order to model long-term conditions. This data was then analyzed to define the appropriate ambient water input conditions to use in modeling the discharge's dilution and mixing zone.

NOAA CO-OPS, Physical Oceanographic Real-Time Systems (PORTS), Narragansett Bay, RI. 2004–Present. Field Technician

Over his tenure with WHG, Mr. Walsh has been assisting with the operation and maintenance of sensors comprising the Narragansett Bay PORTS. Duties included on-site service and maintenance, and reporting. Mr. Walsh is knowledgeable with PORTS measurement systems, including current meter, water level, meteorological stations and data telemetry.

Instituto Mexicano del Petroleo Deepwater Oceanography Enhancement, Bay of Campeche, Gulf of Mexico. 2005. Instrument Specialist/Field Technician

Mr. Walsh facilitated and assisted with classroom and field training in the maintenance, programming, and deployment of oceanographic instruments. Specifically, these instruments comprised a 1,500 meter deep-water mooring system. Mooring components included the TRDI 75 kHz ADCP, TRDI 300 kHz ADCP, Nortek Aquadopp ADV, and Benthos 865-A acoustic releases. A one-month training deployment was successfully performed in the May of Campeche, Gulf of Mexico.

Investigation of Sediment Shoaling in Hyannis Harbor, Hyannis, Massachusetts. 2004–2005. Coastal Scientist/Field Technician

Mr. Walsh assisted with the design and implementation of a one-month oceanographic instrument deployment in order to identify processes responsible for the observed shoaling of Hyannis Harbor. The deployment consisted of two TRBM instrument platforms, each housing a Sontek ADV current meter and D&A OBS-3A turbidity sensor. Subsequent to a successful deployment, Mr. Walsh performed the data processing, analysis, and reporting of the time-series data and assisted with reporting.

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Daniel R. Weirauch, M.S., B.A.

Marine Technician/Oceanographer

EXPERTISE

Preparation, installation, and maintenance of real-time monitoring systems, including the deployment of Acoustic Doppler Current Profilers (ADCPs), tidal and meteorological equipment. Configuration and installation of real-time and long-term deployment data collection and communication platforms. Responsible for day-to-day management, planning, reporting, and customer correspondence on multiple projects. Regular quality-control of data for all stations in the Delaware River and Bay, Chesapeake Bay, New York / New Jersey Harbor, Narragansett Bay, and Jacksonville PORTS systems. Experience with computer programming, hardware installation, networking, and electronics device troubleshooting.

QUALIFICATION SUMMARY

- 9+ years of preparation, calibration, and maintenance of oceanographic and land-based meteorological monitoring equipment
- Assembly, deployment, and recovery of current monitoring systems
- Operation and maintenance of YSI water quality sensors and associated data collection platforms
- Geodetic survey work, including benchmark installations, NGS documentation, digital level operation, and level data processing
- Research at sea for extended periods of time on both small and large vessels
- Experience in quality control and analysis of real-time oceanographic data
- Experience with Sutron Xpert, Sutron 9210, Sutron 9000, NexSens, YSI EcoNet, Campbell Scientific, and Vitel data collection platforms
- Software expertise: Nortek Aquapro, Sontek SonUtils, RD Instruments, Windesc, Translev, YSI software, X-CTU, Ace Manager, SigmaPlot, SmartDraw, ProComm, Microsoft Office
- Computer hardware installation and troubleshooting
- Excellent technical writing and communication skills

WORK EXPERIENCE

2008-Present	Woods Hole Group, Marine Technician/Oceanographer
2005-2007	University of Delaware, Research Assistant
2004-2005	Event Network, Data Entry Specialist
2003	Pennsylvania State University, Lab Assistant

Education
2007 – M.S.
Marine Studies
University of Delaware
2004 – B.A.
Geosciences
Pennsylvania State University

Licenses and Registrations
- OSHA 40-Hour HAZWOPER
- NOAA National Geodetic Survey Digital Leveling
- SUTRON Data Collection Platform

Professional Affiliations
N/A

Publications & Presentations
N/A

KEY PROJECTS

National Oceanic and Atmospheric Administration, National Ocean Service, Center for Operational-Oceanographic Products and Services (NOAA/NOS/COOPS), Great Lakes VDatum Water Level Stations – Field Party Chief / Technician Lead

Management of station reconnaissance, installations, and removals for seasonal water level stations in the Great Lakes region in support of hydrographic and shoreline mapping and new release of the International Great Lakes Vertical Datum 2020. In charge of managing day-to-day operations, project timelines, budgeting, documentation, and final deliverables. Provide technical and field support for installations, removals, and emergency maintenance visits.

National Oceanic and Atmospheric Administration, National Ocean Service, Center for Operational-Oceanographic Products and Services (NOAA/NOS/COOPS), Physical Oceanographic Real-Time Systems (PORTS), Delaware River & Bay – Local Operator/Marine Technician

Serve as PORTS technical assistant to Project Manager, Clinton Hare, and Delaware Field Office. Assist with day-to-day operations, technical support and reporting, including field support for routine operation and maintenance, annual inspection, and emergency service visits.

National Oceanic and Atmospheric Administration, National Ocean Service, Center for Operational-Oceanographic Products and Services (NOAA/NOS/COOPS), Physical Oceanographic Real-Time Systems (PORTS), Chesapeake Bay – Local Operator/Marine Technician

Serve as PORTS technical assistant to Project Manager, Clinton Hare, and Delaware Field Office. Assist with day-to-day operations, technical support and reporting, including field support for routine operation and maintenance, and emergency service visits.

National Oceanic and Atmospheric Administration, National Ocean Service, Center for Operational-Oceanographic Products and Services (NOAA/NOS/COOPS), Physical Oceanographic Real-Time Systems (PORTS), New York/New Jersey Harbor – Local Operator/Marine Technician

Serve as PORTS technical assistant to Project Manager, Clinton Hare, and Delaware Field Office. Assist with day-to-day operations, technical support and reporting, including field support for routine operation and maintenance activities, annual inspection, and emergency service.

Philadelphia Water Department, Measurements of Current Profile and Sediment Oxygen Demand in Select Tidal Reaches for the City of Philadelphia – Marine Technician

Serve as marine technician, providing assistance to Project Manager, David Walsh, for long-term current monitoring buoys, short term current meter deployments, and water quality sampling. Perform current meter calibrations, data recovery, and routine system inspections. Assist with site selection and survey data collection

KEY PROJECTS (CONTINUED)

for short-term current meter deployments. Perform routine inspection, cleaning, calibration, and configuration of water quality instrumentation.

Jacksonville Marine Transportation Exchange, Physical Oceanographic Real-Time Systems (PORTS), Jacksonville, FL – Survey Party Chief/Marine Technician
Serve as PORTS technical assistant to Project Manager, Clinton Hare, and WHG installation team. Assist with installation of current monitoring, water level, and meteorological stations. Serve as survey party chief for installation of benchmarks, documentation of benchmark descriptions and photographs, and operation of digital level and level data processing.

The Nature Conservancy of Delaware, Milford Neck Preserve Restoration – Field Operations Lead/Marine Technician
Serve as the primary point-of-contact for field service scheduling. Organize field activities, carry out hydrodynamic sensor deployment, RTK GPS surveying, and field data collection.

AKRF, B. L. England Generating Station, Great Egg Harbor Bay, Thermal Plume Monitoring –Marine Technician
Organize field activities, carry out hydrodynamic sensor deployment, RTK GPS surveying, and field data collection.

The Port Authority of NY & NJ, La Guardia Airport Water Quality Monitoring Buoys– Project Lead/Marine Technician
Serve as the primary point-of-contact for field service scheduling and general correspondence with customer. Perform monthly water quality instrument calibrations, preventative maintenance on buoy components, repairs, and monthly reporting.

World Meteorological Organization, MARINEMET Project: Supply, Installation, Commissioning, and Maintenance of Tide Gauge Stations and Meteorological Stations for Mauritania, Cape Verdi, Senegal and The Gambia – Survey Party Chief/Installation Technician
Serve as survey party chief for installation of benchmark network, documentation of benchmark descriptions and photographs, and operation of digital level and level data processing. Assist with tide station installation and station documentation for sensor diagrams and reports.

National Oceanic and Atmospheric Administration, National Ocean Service, Center for Operational-Oceanographic Products and Services (NOAA/NOS/COOPS), Physical Oceanographic Real-Time Systems (PORTS), Pascagoula – Marine Technician
Serve as PORTS technical assistant to Project Manager, Clinton Hare, and Houston Field Office. Assist with day-to-day operations, technical support and reporting, including field support for routine operation and maintenance, annual inspection, and emergency service visits.

KEY PROJECTS (CONTINUED)

National Oceanic and Atmospheric Administration, National Ocean Service, Center for Operational-Oceanographic Products and Services (NOAA/NOS/COOPS), Physical Oceanographic Real-Time Systems (PORTS), Narragansett – Marine Technician
Serve as PORTS technical assistant to Project Manager, Clinton Hare, and Falmouth Field Office. Assist with day-to-day operations, technical support and reporting, including field support for routine operation and maintenance, annual inspection, and emergency service visits.

Kinder Morgan, Fairless Hills Terminal, PA – Project Lead
Designed and installed a wind monitoring system linked to visual and audio alarms to meet permitting requirements for offloading fine grain products. Primary tasks included oversight of design, testing, and installation of system, along with coordination with site personnel before, during, after the installation.

GHD, Rehoboth Beach Ocean Outfall Study– Local Operator/Marine Technician
Serve as local point-of-contact for field service scheduling, data delivery, and general field activity correspondence with the customer. In charge of bi-monthly CTD transect survey planning and field data collection. Assist with deployment and recovery of ADCP platforms and guard buoys.

Environ International Corporation, Morton Salt Mixing Zone Study– Marine Technician
Serve primarily as field technician for CTD survey data collection and processing. Assist with construction, mobilization, deployment, and recovery of ADCP platform and river currents transect.

National Oceanic and Atmospheric Administration, National Ocean Service, Center for Operational-Oceanographic Products and Services (NOAA/NOS/COOPS), Physical Oceanographic Real-Time Systems (PORTS), Lake Charles – Marine Technician
Serve as PORTS technical assistant to Project Manager, Clinton Hare, and Houston Field Office. Assist on an as-needed basis with technical support and reporting tasks, including field support for routine operation and maintenance activities, annual inspections, and emergency service.

National Oceanic and Atmospheric Administration, National Ocean Service, Center for Operational-Oceanographic Products and Services (NOAA/NOS/COOPS), National Water Level Observation Network (NWLON), Category 3 Hurricane Hardened Single Pile Water Level & Meteorological Observing Stations (4), Gulf of Mexico – Marine Technician
Serve as technical assistant to Project Manager, Robert Catalano. Assist on an as needed basis with initial equipment installation, testing, technical support, and reporting tasks.

KEY PROJECTS (CONTINUED)

A High-Resolution Record of Climate Instability Spanning ~1.0 Myr across the Mid-Pleistocene Transition – Research Scientist

A study of millennial-scale variability using oxygen isotopes of planktonic foraminiferal species *Globigerinoides ruber.* Prepared over 500 samples for analysis, operated and maintained mass spectrometer, analyzed dataset using spectral, wavelet, and other statistical techniques.

Daniel R. Weirauch
Marine Technician/Oceanographer
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(302) 531-7989

A GHD Associate

Michael Barnett, PE, D.CE

Senior Coastal Engineer



Location

Mobile, AL

Experience

36 years

Qualifications/Accreditations

- ME, Coastal & Oceanographic Engineering, 1987
- BS, Ocean Engineering, 1981
- Diplomate in Coastal Engineering (D.CE) from the Academy of Coastal, Ocean, Port & Navigation Engineers
- Registered Professional Engineer (Civil) in Alabama, Florida, Louisiana, Mississippi, and Texas

Key technical skills

- Beach and dune restoration design and permitting
- Living shoreline design
- Coastal armoring design and permitting – revetments, seawalls, groins

Memberships

- American Society of Civil Engineers
- American Shore & Beach Preservation Association
- Florida Shore & Beach Preservation Association
- Society of American Military Engineers, Mobile Post

Relevant experience summary

Mr. Barnett has over 36 years of experience in coastal engineering. He has led the feasibility, planning, engineering design, permitting and construction/contract document preparation for beach restoration and nourishment projects, seawalls, living shoreline and muck removal projects in the southeastern US. He has led offshore sand source investigations for restoration and nourishment projects in Florida and managed the construction of a mitigative artificial reef as an element of the Miami Harbor Deepening Project. Mr. Barnett served as the former Chief of the Florida Department of Environmental Protection's Bureau of Beaches and Coastal Systems for nearly eight years.

Reach 2 Sand Forepassing Regulatory and Construction Support Service | Town of Palm Beach, FL

Role: Project Manager
Client: Town of Palm Beach
Location: Town of Palm Beach, FL
Project value: $34,000
Dates: January 2022 – present

The Town of Palm Beach has engaged the services of a contractor to transport, via off-road trucks, stockpiled sand resulting from maintenance dredging of the Lake Worth Inlet Federal Navigation Channel, and place it in the form of an upper berm/dune configuration along an approximately 1,800 linear foot segment of shoreline south of the Inlet. To date, this segment of shoreline has not benefitted from direct placement of sand. The permit authorizes the placement of approximately 20,000 cubic yards of sand. The GHD Team prepared exhibits and written documentation for an Individual Permit Application meeting with the Florida Department of Environmental Protection (FDEP) in accordance with the requirements of the Beach Management Agreement, and organized a pre-construction meeting with the selected Contractor, the Florida Fish & Wildlife Conservation Commission, the Town, and the Town's Marine Turtle Permit Holder. GHD conducted a pre-construction visual inspection of the project and is conducting periodic site inspections. Reporting and certification of project completion will be provided to FDEP upon completion of construction activities at the end of April 2022.

St. Johns County FEMA Berm Project | Continental Heavy Civil Corp | St. Augustine, FL

Role: Project Director
Client: Continental Heavy Civil Corp.
Location: St. Johns County, FL
Project value: $1.14M (Construction $33M)
Dates: March 2021-present

Michael is serving as the Project Director and Engineer of Record for a Design-Build project to restore 20 miles of eroded dunes throughout St. Johns County that were impacted by Hurricanes Matthew and Irma. Led permitting coordination and application submittal to the FDEP for the placement of approximately 750,000 cubic yards of truck-haul sand to be mechanically placed on the eroded dunes. Construction began in September 2021 and is currently underway. Sand placement and dune vegetation activities will be complete by October 2022.

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Miami Dade County Coastal Erosion Hotspots: Modeling, Planning & Design Services

Role: Coastal Engineer and Project Director
Client: Miami Dade County RER-DERM
Location: Miami-Dade County, FL
Project value: $298,640
Date(s): April 2021 - Present

The Miami-Dade County Division of Environmental Resources Management (DERM), Department of Regulatory and Economic Resources (RER) retained GHD to provide coastal modelling, planning, permitting, and design services to identify and mitigate coastal erosion hotspots along approximately 13 miles of the Miami-Dade County shoreline. The shoreline of interest extends from Florida Department of Environmental Protection (FDEP) reference monuments R-7 to R-74 and comprises beach shorelines extending from a northern boundary of Sunny Isles to the Government Cut north jetty. Mr. Barnett provided quality assurance reviews of the shoreline modelling and evaluation, and assessments of permit feasibility of proposed modifications to the existing sediment management protocols currently being employed by Miami-Dade County and the US Army Corps of Engineers, Jacksonville District.

Lake Worth Inlet Sand Transfer Plant Integrity Assessment | Town of Palm Beach, FL

Role: Project Manager
Client: Town of Palm Beach
Location: Palm Beach Island, FL
Project value: $142,000
Dates: February 2021-March 2022

Mr. Barnett served as Project Manager for the conduct of a detailed visual inspection and assessment of the components of the Town's fixed sand bypassing plant located on the north side of Lake Worth Inlet, a federally authorized navigation channel. The plant pumps a sand and water slurry via a submerged pipeline underneath the inlet and discharges it to the north end of Palm Beach Island. A visual inspection of the discharge pipeline was also conducted using a crawler unit with a high-resolution video camera. A risk exposure and core risk matrix was prepared, and a capital improvements budget and prioritization program was presented to the Town.

Mid-Town Seawall Replacement Project | Town of Palm Beach, FL

Role: Project Manager
Client: Town of Palm Beach
Location: Town of Palm Beach, FL
Project value: $736,000
Dates: September 2020 - present

Michael is serving as Project Manager for this multidisciplinary data collection, planning, design, and permitting project associated with replacement of approximately 2,700 linear feet of aging seawall that protects South Ocean Boulevard and upland properties from storm impacts. The project area is along the Town's Mid-Town shoreline, which has a managed and maintained beach project providing storm protection and recreational benefits to residents and visitors. The GHD Team conducted a coastal engineering assessment of the seawall and collected site-specific topographic survey data and the acquisition of a series of Standard Penetration Test borings to characterize the subsurface soil conditions. A combination of anchored and, in special consideration areas, cantilevered wall alignments have been evaluated and designed. The design plans and specifications are currently at a 90 percent level of completeness. A permit application will be submitted to the Florida Department of Environmental Protection (FDEP) in summer 2022. The GHD Team will finalize the design in late 2022 and assist the Town with bid phase services once a permit is issued by FDEP.

Centerville Road Rock Slope Protection Revetment Design | Humboldt County, CA

Role: Coastal Engineering Lead
Client: Humboldt County, CA
Location: Pacific Ocean, Humboldt County, CA
Project value: $28,000
Date(s): April – June 2020

Mr. Barnett participated in the preparation of a coastal hazard assessment and design memorandum to determine the appropriate level of coastal storm protection needed to stabilize an approximately 750 ft segment of road along the Pacific Ocean. The evaluation included existing and projected beach profile changes attributed to sea level rise, as well as evaluations of projected wave runup and scour potential. Calculation of a stable revetment stone size and configuration were included in the design memorandum, as well as the potential beneficial reuse of the native sands and gravels present on the beach seaward of the existing coastal highway.

Pillar Point Living Shoreline Project | West Trail Shoreline Stabilization

Role: Coastal Engineer & Technical Reviewer
Client: San Mateo County Harbor District
Location: Pillar Point Harbor, CA
Project value: $26,000
Date(s): July 2018 – April 2022

The West Trail is a north-south oriented trail located along the western edge of Pillar Point Harbor (pedestrian and emergency vehicle access to the Mavericks surf break) that has been subject to erosion and emergency repairs since 1994. Mike provided final QA/QC verifications and sign-off on design methodology for shore protection to the trail and coordinated design elements to protect infrastructure that is subjected to erosional stresses along the shoreline. Construction was completed in April 2022.

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Jon A. Brent, PE, SE B.S.C.E, M.S.C.E

Marine Structural Engineer



Location

Jacksonville, FL

Experience

10+ years

Qualifications/Accreditations

- M.S. Civil Engineering, 2013
- B.S. Civil Engineering, 2011
- Licensed Professional Engineer (FL, GA, IL, VA)
- Licensed Structural Engineer (GA, IL)
- Port Engineering Certificate, 2021 (ASCE)

Key technical skills

- Coastal, port, and waterfront structures
- Structural analysis, modelling, design, and detailing
- Construction observations and structural inspections
- Adaptive reuse projects

Memberships

- American Society of Civil Engineers
- Florida Structural Engineers Association
- Florida Engineering Society
- Propeller Club of Jacksonville

Relevant experience summary

Jon is a Marine Structural Engineer and Certified Inland Maritime Port Manager with over 10 years of design, management, and construction experience in a variety of infrastructure and private facility projects including ports and waterfront structures, high and heavy load cargo terminals, complex drainage and water resources structures, pipe racks and process towers for oil and gas facilities, and low-rise buildings. He has led the planning, modelling, computation, and detailing of structures for projects subject to a wide range of environmental conditions across North America and contributed as a subject matter expert for asset management initiatives and grant applications. Jon's experience also includes facility planning and site layout, 3D modelling and construction drawing development, project specifications, and discipline coordination for new construction, renovations, structural upgrades, and adaptive reuse projects.

Project Experience

Hurricane Matthew FEMA CAT B. Emergency Berm Restoration

Role: Resident Engineer
Client: St. Johns County Board of County Commissioners
Location: St. Johns County, FL
Date(s): 2020 – Present

Resident Engineer for the Design-Build Project to create a sand berm feature along 3 individual shoreline segments along the St Johns County coastline fronting the Atlantic Ocean. The project will repair damage from two devastating storm events, Hurricanes Matthew and Hurricane Irma, and provide future storm protection to improved coastline infrastructure and replacement of crucial species habitat and nesting grounds. The 11 total miles of berm will be constructed along the upper portion of the beach between the dune and Mean High Water Line. An estimated 500,000 cubic yards of sand will be sourced from nearby upland mines and truck hauled to the project site. GHD lead the project design, permitting, and environmental monitoring effort, and will continue to support through construction. The Design-Build Team fast-tracked a 60% design submittal and Florida Joint Coastal Permit (JCP) application for the project, both of which were complete within six weeks. This fast-tracked schedule constraint was required for FEMA authorized funding. Other project challenges include multi-agency coordination, limited site access, and sensitive coastal habitats. The project is slated to begin construction in late Summer 2021.

Mid-Town Seawall Replacement

Role: Structural Engineer of Record
Client: Town of Palm Beach
Location: Town of Palm Beach, FL
Date(s): 2020 – Present

Structural engineer responsible for the structural design, detailing, and specifications for the Mid-Town

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Seawall Replacement in the Town of Palm Beach, Florida. The section of wall to be replaced is 2,700 linear feet providing storm protection for Ocean Boulevard, fronting the Atlantic Ocean. The wall was originally built in 1929 and partially repaired in 1957 and 1974, with the addition of toe wall in 1987, eight groins in 2001, and sheet pile repairs in 1957. Design challenges include limited as-built information for the varied existing seawall, conflicting lifeguard and restroom facilities, and a below ground outfall. Currently in design, the proposed anchored steel sheet pile wall will provide the Town protection from 100-Year storm events, including extreme scour. The design will allow for future wall expansion should the town determine they want to raise the wall elevation for additional resiliency and protection.

Asset Management Strategic Improvements Initiative – Wharf Asset Class Risk Workshop

Role: Waterfront Subject Matter Expert
Client: Port Houston
Location: Houston, TX
Date(s): 2021

Supported Port Houston's Asset Management Strategic Improvements Initiative as a subject matter expert for ports and waterfront infrastructure. Facilitated wharf asset class risk workshops and utilized a Consequence of Failure Matrix to demonstrate scoring each asset both without mitigations and with mitigations and redundancies in place. Helped port staff define the potential failures and examine the impacts and likelihood of those failures to help prioritize risk-based maintenance decisions and manage capital improvement projects.

Barge Terminal 2 Dock Wall Rehabilitation Grant Application

Role: Grant Writer
Client: St. Paul Port Authority
Location: St. Paul, MN
Date(s): 2021

Responsible for supporting the Saint Paul Port Authority's application to the Maritime Administration's Port Infrastructure Development Program for the dock wall rehabilitation project. Assisted with the application development to address aging infrastructure and improve the safety and efficiency of operations at Barge Terminal 2 (BT2), a critical barge servicing facility located on the Upper Mississippi River. The existing dock wall at BT2 exhibited signs of severe corrosion and operational damage and has experienced an increase in adverse environmental conditions over the years. The BT2 Project includes installation of a new steel sheet pile wall directly in front of the existing dock wall and a new tie-back system. GHD supported a successful $4.2 million grant application that was awarded in 2021.

Breakwater Access Improvements

Role: Structural Engineer
Client: Port of Camas-Washougal
Location: Washougal, WA
Date(s): 2020 – Present

Structural engineer responsible for the design of a new ADA access ramp to an existing breakwater at the Port of Camas-Washougal on the Columbia River in Washougal, Washington. The existing ramp alignment was not ADA compliant and required adjustments to reduce the slope. The design included a new landside abutment, three (3) new steel pipe pile-supported pentagonal concrete platform landings, new aluminum ADA ramps and hinged gangway, and the re-routing of all dock utilities. The layout and design of a practical platform arrangement and ramp alignment that matched both the location and alignment of the existing breakwater to remain and the adjacent riverbank while reducing the ramp slope was a significant challenge the project faced. In addition, all structural components were designed and detailed to meet the site's seismic requirements and the standards set forth in ASCE 61 – Seismic Design of Piers and Wharves.

***R9/27 RSA Culvert*

Role: Structural Engineer of Record
Location: Moline, IL

Structural engineer responsible for the design, analysis, and detailing of a 1,000 ft double barrel precast box culvert traversing the Runway Safety Area (RSA) of Runway 9/27 at the Quad City International Airport. Due to the culvert alignment location within the RSA, which was required for improved drainage within the airfield, the culvert had to be detailed to withstand the loads from the airport's design aircraft. For the precast sections outside the RSA, typical precast culvert sections were selected and checked for the recommended AASHTO loads. The dimensions for the typical precast section were used as a baseline and the reinforcement for the sections within the RSA was designed and detailed to meet the required aircraft loading. This allowed the units to utilize the same formwork at the precast fabricator's yard and provided a seamless transition of the typical culvert section to the aircraft-rated section within the RSA without the need for a transition collar. Due to the selected alignment, cast-in-place end sections and wing walls were required to match the existing upstream and downstream ditches.

***Denotes work completed with previous firm**

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A GHD Associate

Melissa K. Burns, PE

Structural Engineer



Location

Orlando, FL

Experience

11 years

Qualifications/Accreditations

– BS, Civil Engineering, 2011
– Licensed Professional Engineer (FL, GA, LA, SC)

Key technical skills

– Coastal structure inspection and repair recommendation
– Coastal structures design and permitting
– Linear Infrastructure design – retaining walls, roadway, bridge, deep foundations
– Structural finite element analysis
– Beach and dune restoration design and permitting
– Alternative Delivery/ Design-Build Project Management

Memberships

– American Society of Civil Engineers, East Central Branch (President)
– American Council of Engineering Companies of Florida (ACEC-FL), Transportation & Legislative Committees
– Society of American Military Engineers, Space Coast Post

Relevant experience summary

Ms. Burns is a Marine and Linear Infrastructure Structural Engineer and Project Manager with 11 years of design and management experience. Her projects have encompassed a wide range of private and public facilities including feasibility evaluations, design, modelling, and computation of structural elements, and production detailing of plan sets within all phases of design from preliminary engineering pursuit to the final design of structures for both design-build and conventional projects. She is thoroughly experienced in both linear infrastructure and coastal projects ranging in complexity from simple structures to multi-phase projects accounting for future year expansion capacities.

Coastal Design

City of Key West - Turtle Kraals & C-Dock Task Orders

Role: Deputy Project Manager and Structural Engineer

Client: City of Key West

Location: Key West, FL

Project value: $140,000

Dates: September 2021 - present

Deputy Project Manager and Structural Engineer for the Task Work Orders Issued under the City of Key West Environmental Engineering Contract. The combined two tasks include the Engineering Assessment & Conceptual Repair Alternatives of approximately 450 linear feet of C-Dock in the Historic Key West Bight Marina. Ms. Burns oversaw the underwater inspection and condition assessment on the concrete seawall and will provide Repair Alternatives with estimates of probable construction costs. The paired tasks of the Historic Turtle Kraal includes underwater evaluation of structural piling for the educational recreation of the historic Key West Turtle harvesting industry. Project site inspection was completed in Fall 2021 with final reports and evaluations to be delivered in Spring 2022.

Confidential Client– Tampa, FL Seawall Investigation

Role: Structural Engineer of Record

Client: Confidential Client

Location: Tampa, FL

Project value: $7,000

Dates: December 2021

Structural Engineer of Record for a due diligence inspection of a concrete panel seawall in Tampa, FL for a Confidential Client. The task included the inspection of concrete seawall along the Hillsborough River in Tampa, FL. Melissa completed the inspection

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and condition assessment on the concrete seawall and will provided Repair Alternatives with estimates of probable construction costs. Additionally, repairs and recommendations included a future development analysis considering client anticipated land use, environmental conditions, and flood/ sea level rise risk.

South Bayshore Lane Roadway and Drainage Improvements – Phase II Stormwater Pump Station

Role: Structural Engineer of Record

Client: City of Miami

Location: Miami, FL

Date(s): 2021-Present

Served as Structural Engineer of Record for upsizing a 15” outfall through a seawall to 36”. GHD Served subconsultant to ADA Engineering. Project includes the design and analysis of an un-dated seawall with limited as-built and modification records. Detailed analysis and construction plans provided to ensure the integrity of the seawall and upland improved infrastructure such as high-density condominiums and apartments. Project challenges included an accelerated schedule, close proximity design components and limited as-built structural information.

Mid-Town Seawall Replacement

Role: Structural Engineer

Client: Town of Palm Beach

Location: Town of Palm Beach, FL

Project value: $736,000

Dates: September 2020 - present

Structural engineer responsible for the type selection, layout and design of the Mid-Town Seawall Replacement in the Town of Palm Beach, Florida. The section of wall to be replaced is 2,700 linear feet providing storm protection for Ocean Boulevard, fronting the Atlantic Ocean. Originally built in 1929 and partially repaired in 1957 and 1974, addition of toe wall in 1987, addition of eight groins in 2001, and sheet pile repairs in 1957. Design challenges include limited as-built information for the varied existing seawall, conflicting lifeguard and restroom facilities, aesthetic clocktower, and a below ground outfall. Project has completed 90% design and is in the permitting application process. The proposed anchored steel sheet pile wall will provide the Town protection from 100 Year storm events, including extreme scour. The design will allow for future wall expansion should the town determine they want to raise the wall elevation for additional resiliency and protection. The team will finalize the design in early 20222 and assist the Town with bid phase services following permit issuance

St. Johns County Hurricanes Matthew and Irma FEMA Emergency Berm Restoration

Role: Deputy Project Manager and Lead Design Engineer

Client: St Johns County

Location: St Johns County, FL

Project value: $1.14M (Construction $33M)

Date(s): March 2021 - Present

Deputy Project Manager and Lead Design Engineer for the Design-Build Project to create a sand berm feature along 8 individual shoreline segments along the St Johns County coastline fronting the Atlantic Ocean. The project repairs damage from two devastating storm events, Hurricanes Matthew and Irma, and provides future storm protection to improved coastline infrastructure and replacement of crucial species habitat and nesting grounds. The 20 total miles of berm will be constructed along the upper portion of the beach between the dune and Mean High Water Line. An estimated 750,000 cubic yards of sand will be sourced from nearby upland mines and truck hauled to the project site. The GHD Team led project design, permitting, environmental monitoring and construction support services. The Design-Build Team has fast-tracked a 60% design submittal and Florida Joint Coastal Permit (JCP) application for the project, which were both complete within six weeks. The fast-tracked schedule constraint issued by FEMA on the authorized funding. Other project challenges include multi-agency coordination, limited site access, and sensitive coastal habitats. The project is currently in construction phase, slated to be completed in Spring 2022.

***SR A1A/ Heckscher Drive from Ft. George Trailhead to Huguenot Park*

Role: Structural Engineer

Client: FDOT, District 2

Location: Duval County, FL

Served as lead structural project engineer for the design and plans of the new Multi-Use bridge alignment adjacent to the existing Haulover Creek bridge crossing. Structural design elements include a four span, 248’-0” total length, AASHTO type II beam structure with a continuous cast in place deck. The bridge is founded on 24” Square prestressed concrete piles with concrete clad sheet pile retaining wall abutments.

Melissa served as the lead project engineer and was responsible for the overall design of the bridge. She was responsible for the following calculations: Bridge Development Report alternatives and preliminary alternatives feasibility including bridge geometry and layout, Phases 30% through 90% design of Concrete AASHTO Type II Beams, reinforced cast-in-place concrete deck, driven concrete pile design including cap reinforcement, overturning, and min-tip analysis, driven sheet pile wall design and layout, bridge elevations, reinforcing designs, and performed QA of the remaining quantities and structural components.

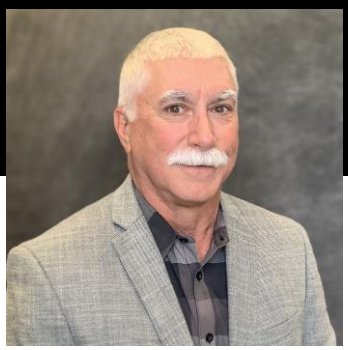
***Denotes work completed with previous firm**

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[Choose an option...]

Craig Kruempel MS

Senior Coastal Scientist



Location

West Palm Beach, Florida, United States

Experience

36 years

Qualifications/Accreditations

- Offshore Protected Species Observer, 2020
- NEPA Certificate Program Coursework, Duke University, 2003
- MS, Coastal Zone Management, Florida Institute of Technology, 1984
- BS, Biology, St. Johns University (MN), 1981

Memberships

- American Academy of Underwater Scientists – Voting Member since 2007
- Divers Alert Network – Member since 1990
- National Association of Environmental Professionals – Member since 1989
- Florida Association of Environmental Professionals – Member since 1989
- Member of the Florida Shore & Beach Preservation Association (FSBPA)
- Member of American Water Resources Association

Relevant experience summary

Mr. Kruempel has more than 36 years of experience providing clients with coastal zone resource planning, documentation, permitting, and monitoring services. His extensive experience includes the development and implementation of comprehensive characterization, monitoring, and restoration program documents with an emphasis on natural hardbottom and artificial marine habitats. Mr. Kruempel has over 30 years of compliance and coordination experience implementing the National Environmental Policy Act (NEPA) regulations for federal agency actions, with a comprehensive understanding of State and Federal coastal resource permitting requirements. Additional areas of specialization include physical and biological assessments and project effect determinations and he has served as team leader and principal scientist since 1988 for numerous field investigations and site assessments. He has served as project manager on numerous linear projects, including offshore energy project proposals. He has extensive experience overseeing shore protection project construction, including beach nourishment, and dune restoration activities throughout Florida. As a consultant to the National Oceanic and Atmospheric Administration, he served as project manager and senior consulting scientist for four (4) large-scale reef restoration projects resulting from ship grounding incidents in Puerto Rico and the Florida Keys.

Project experience

Reach 2 Forepassing Dune Construction Project

Permitting / Local Coordination |
Town of Palm Beach, FL | $34,128 | 2021 – 2022

Mr. Kruempel is supporting the permitting and local coordination for the second sand placement project within the Town of Palm Beach's Reach 2 shoreline. In January 2022, the Palm Beach Harbor Maintenance Dredging and Bypassing Project commenced dredging operations within the Federal Navigation Channel with beneficial reuse of the dredged material. Approximately 400,000 cubic yards of beach-quality sand are designed to be placed south of the Inlet to restore the shoreline and supplement sand bypassing around the Inlet. The Project limits span approximately 1,812 ft. of the Reach 2 shoreline and will be implemented using off-road trucks to transport the sand from the bypassing project and place it in a dune feature throughout the Reach 2 Project limits.

Miami Dade County Coastal Erosion Hotspots: Modeling, Planning & Design Services

Senior Marine Scientist & Permitting Specialist

Miami Dade County RER-DERM | Miami-Dade County, Florida | $500,000 | 2021-ongoing

The Miami-Dade County Division of Environmental Resources Management (DERM), Department of Regulatory and Economic Resources (RER) retained GHD to provide coastal modelling, planning, permitting, and design services to identify and mitigate coastal erosion hotspots along approximately 13 miles of the Miami-Dade County shoreline. The shoreline of interest extends from FDEP reference monuments R-7 to R-74 and comprises beach shorelines extending from a northern boundary of Sunny Isles to the Government Cut north jetty. Mr. Kruempel is supporting the client during preliminary State and Federal regulatory agency coordination that will lead to existing authorization modifications to allow shore protection projects within a broader segment of the County's shoreline by Miami-Dade County and the US Army Corps of Engineers, Jacksonville District.

Lake Worth Inlet Sand Transfer Plant Condition Assessment Project

Detailed Assessment |
Town of Palm Beach, Florida | $141,700 | 2021

Mr. Kruempel is supporting the Town in performing a detailed assessment of the Town's Sand Transfer Plant (STP). Built in 1958 and subjected to numerous improvements since, the STP is located on the north side of the Lake Worth Inlet north jetty. The purpose of the STP is to bypass a portion of the sand that is interrupted by the navigation channel, which acts as a sediment sink and a barrier to longshore sand transport. When combined with navigation channel maintenance dredging the Town's management program strategically bypasses approximately 200,000 cy of sand on an annual basis. Services associated with this Project include an assessment of the STP key operational components, creation of an asset register, and develop a Business Risk Exposure (BRE) profile for all assets. The BRE is an advanced asset management methodology used to focus on high-risk assets and develop a Capital Improvements Program for the Town to strategically manage this important installation.

Port Everglades Harbor Monitoring Project

Quality Assurance/Quality Control |
Port Everglades Harbor, Florida | $920,000 | 2020 - 2021

Mr. Kruempel served as QA/QC and coordinated logistics associated with a scope of work that includes providing water quality monitoring services to support the Operation and Maintenance (O&M) dredging event for Port Everglades Harbor in Florida. The services include on-site inspection, monitoring, reporting, and oversight at the Federal Channels of Port Everglades, FL. A robust monitoring program was refined and implemented to collect sediment samples at fixed locations, water quality (turbidity and TSS) at fixed as well as variable sites, and ADCP data collection during the O&M navigation dredging at the Port which occurred from December 2020 through March 2021.

Mid-Town Seawall Replacement Project

Design, Permitting and Bid Phase Services |
Town of Palm Beach, Florida | $736,483.50 | 2020 - Ongoing

Mr. Kruempel is supporting the Town's Project that is working on the Design, Permitting and Bid Phase Services associated with replacement of an aging section of existing seawall fronting the Atlantic Ocean in order to provide storm protection for Ocean Boulevard, which serves as the hurricane evacuation route for this segment of the Island. The Mid-Town Seawall Replacement Project (Project) comprises approximately 2,700 linear feet of seawall protecting Ocean Boulevard along a very popular public beach in the heart of the Town. A number of design consideration have been identified along the alignment, and GHD's engineers and scientists have performed baseline investigations, preliminary (30%) design, and coordinated with the FDEP on regulatory requirements associated with Project development and implementation.

Lake Worth Lagoon Moored Vessel Investigation Project

Detailed Investigation |
Town of Palm Beach, Florida | $29,201.69 | 2020

Mr. Kruempel supported the Town in performing a detailed investigation of vessels moored adjacent to the Town's western boundary within the Lake Worth Lagoon. The purpose of the investigation was to determine the nature and extent of undocumented and unauthorized mooring installations within the Town's jurisdiction. The results of the study are being used by the Town and Florida Department of Environmental Protection to determine vessel ownership and develop a management strategy for these unauthorized mooring installations.

Terminal Expansion at PortMiami

Technical Expert |
MSC Cruises | Miami Beach, FL | 2019

MSC Cruises is proposing a new terminal expansion to be located along the eastern end of Dodge/Lummus Island. Construction is expected to occur in 2022. GHD has been retained to provide a coastal study that includes the development of: Site environmental conditions, Underkeel clearance and scour potential during vessel arrival/departure, Mooring and berthing analysis; and a Top of wall assessment. Mr. Kruempel has served as a technical expert and performed QA/QC review of the project deliverables.

South Beach Development Project Sampling and Analysis Plan Development

Technical Expert & Regulatory Support |
Hotel Del Coronado | Coronado, CA | 2018 - 2019

Mr. Kruempel co-authored the approved and implemented Sampling and Analysis Plan (SAP) to support the Hotel Del Coronado in efforts towards characterization of export materials from the South Beach Development Project (Project) for potential use for beach nourishment at adjacent beaches. The Project proposes a major expansion of the Hotel Del Coronado to include a new conference center, guest rooms, and a subterranean parking garage on an existing surface parking lot. Proposed cut depths for the construction of the Project would be to about 15 feet below existing grade and is anticipated to generate about 50,000 CY of export sand available for beneficial reuse. The receiving beach being considered for placement was a previously approved placement site under the City of Coronado's Opportunistic Beach Fill Program in 2008. Use of upland materials for beach placement requires sampling and analysis of the materials in order to determine their compatibility by resource agencies. The SAP developed, implemented and analyzed proposed export materials from the Project in accordance with USACE and USEPA protocols. These agencies are responsible for issuing material compatibility determinations for placement of fill in Waters of the United States.

Living with The Bay Coastal Marsh Restoration – 30% Design

Quality Assurance / Quality Control |
NY Governor's Office for Storm Recovery (GOSR) |
East Rockaway, New York | 2017 - 2018

QA/QC professional for the preparation of a 30% design of a coastal marsh restoration project (Project V), under contract with the New York Housing Trust Fund Corporation and the Governor's Office for Storm Recovery (GOSR) in support of the Living with the Bay Resiliency Strategy. Located in western embayment of the overarching Hempstead Bay, the Project Area is situated south of Bay Park in East Rockaway, New York, inclusive of Hewlett Bay. The total Project Area (1,609 acres) includes 7 salt marsh systems within the Project Area: Hewlett Hassock (Nums Marsh), Pearsalls Hassock, West Meadow, North and East Meadow, Cedar Island, Black Banks Hassock, and Simmons Hassock. The Coastal Marsh Restoration Project goals include adaptations for sea level rise and increased capacity of the marshes to attenuate storm surge and storm wave effects. Several design concepts include marsh edge stabilization techniques (to reduce marsh losses due to erosion); as well as the beneficial use of dredged materials and potential offshore borrow source materials to raise the marsh platform elevations of mudflat and low marsh areas. Mr. Kruempel also prepared a comprehensive evaluation of the Living with the Bay Project area using the National Estuarine Research Reserve Association's (NERRA) Marsh Resilience to Sea Level Rise (MARS) tool developed to quantify marsh resilience in the face of sea level rise.

Hurricane Irma Debris Management & Monitoring Services

Operating Unit Project Manager |
Over 50 Regional and Municipal Governments |
Florida | 2017 - 2018

On September 10, 2017, Category 4 Hurricane Irma made landfall in the Florida Keys with maximum sustained winds of 130 mph and proceeded north over the entirety of the Florida Peninsula. Flooding, wind damage, and power outages were experienced throughout Florida with virtually the entire State affected. The firm was retained by over 50 regional and municipal governments to support debris management and monitoring efforts after passage of the storm. Mr. Kruempel was tasked with serving as the Operating Unit's Project Manager to support the selection, mobilization, and deployment of nearly 40 Associates from throughout North America and Puerto Rico to affected areas in Florida. Over the course of approximately 60 days, these Associates logged over 12,000 hours in support of the client communities throughout Florida under Mr. Kruempel's supervision.

Palm Beach Island Beach Management Agreement Consulting

Biological Expert |

Palm Beach Island, Florida | $18,527.94 | 2012 – 2018

In 2012, the Florida Department of Environmental Protection's (FDEP) Bureau of Beaches and Coastal Systems initiated a pilot project designed to take a regional approach to permitting beach nourishment and inlet management. The pilot project includes about 15 miles of shoreline and stretches across several public and private boundary lines from the Lake Worth/Palm Beach Inlet to the South Lake Worth/Boynton Inlet in Palm Beach County. The FDEP worked with local governments and other groups in a stakeholder-driven process to develop a cooperative agreement to manage the entirety of the Island (Source: http://www.dep.state.fl.us/BEACHES/pb-bma/index.htm). Under contract to the Town of Palm Beach, Mr. Kruempel supported the Town and FDEP throughout the public scoping process to prepare and implement a comprehensive beach management strategy designed to more effectively monitor, manage, and protect coastal resources within the project area - thereby allowing for a more efficient process for shore protection project implementation.

Pradeep Nagarajan P.E., CFM

Technical Director – Integrated Water Management



Location
Atlanta, GA, USA

Experience
18 years

Qualifications/Accreditations
- Registered Professional Engineer/FL/PE66651, 2007
- Master of Science, Computer Science (Advanced Information Systems), 2002
- Master of Science, Environmental Engineering, 2000
- Bachelor of Technology, Chemical Engineering, 1998

Key technical skills
- Hydrologic and Hydraulic Modeling
- Master Planning
- Water Resources, Water Quality
- Watershed Studies and Planning
- Asset Management
- Integrated Water Management; Stormwater Management
- Green Infrastructure/LID
- Flood Mitigation and Floodplain Analyses
- Environmental Assessments

Memberships
- Association of State Floodplain Managers (ASFPM).
- American Society of Civil Engineers (ASCE)

Relevant experience summary

Over 18 years of experience specializing in the field of water resources, stormwater, water and wastewater master planning, modeling and design projects. He also mentors and supervises several water resource and wastewater engineers on a wide variety of projects. Pradeep has a strong background and extensive experience in surface/ground water hydrology, hydraulics, basin-scale water resources studies, flood analysis, stormwater management, preparation of watershed master plans, utility planning, computer-based mathematical 1D/2D modeling of water resources and environmental systems using INFOWORKS, ICPR, MIKE SHE, MIKE 11, MIKE URBAN, MIKE FLOOD, MIKE 21, MIKE VIEW, PCSWMM, XPSWMM, HEC-HMS, HEC-RAS, ASAD etc., design of stormwater management and treatment structures, pumps, and piping systems, floodplain mapping, and water quality modeling. His experience also includes water distribution and wastewater collection system modeling, design of pipelines, preparation of HMGP/PDM applications through FEMA to obtain federal and state grants for several clients on different projects.

City of Charleston Watershed Master Plan for DuPont/Wappoo Watershed

Role: Task Manager
Client: City of Charleston
Location: Charleston, SC, USA
Project (CAPEX) value - $384K
Date(s): 2017 - 2019

Task Manager responsible for managing the overall aspects of the project that included data collection and development, GIS data acquisition and analysis, condition assessment of the structures, hydrologic and hydraulic model development and calibration, development of system alternatives and preparation of watershed masterplan report. The DuWap watershed comprises portions of the Dupont and Wappoo watersheds located in the West Ashley area of Charleston County and encompasses an area of approximately 1,600 acres. The primary purpose of the Plan is to provide an overall assessment of the existing stormwater infrastructure and make recommendations for improvements to the DuWap watershed with regard to surface water management. Scope of services included delineation of watershed boundaries using ArcHydro and interconnects using elevation data and ArcGIS, development of hydrologic/hydraulic model of the watersheds using

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ICPR 4.0, calibration of the model for Hurricane Irma and identification of improvement projects and best management practices to enhance flood control and water quality in the watersheds.

City of Charleston Watershed Master Plan for Cooper/Jackson Watersheds

Role: Task Manager
Client: City of Charleston
Location: Charleston, SC, USA
Project (CAPEX) value - $480K
Date(s): 2020 - 2021

Task Manager responsible for managing the overall aspects of the project that included data collection and development, GIS data acquisition and analysis, 2D-hydrologic and hydraulic model development and calibration using ICPR / InfoWorks ICM, development of system alternatives and preparation of watershed masterplan report. The Copper/Jackson watershed is in the Peninsula region of Charleston County and encompasses an area of approximately 200 acres.

City of Decatur Stormwater Master Plan

Role: Task Leader

Client: City of Decatur

Location: Decatur, GA, USA
Project (CAPEX) value - $590K
Date(s): 2018 – 2020

Task Leader responsible for the delivery of optimized hydrologic and hydraulic model of the City's drainage system that solve the City's stormwater and water quality challenges for the next 20 years. The scope of work includes delineation of watershed boundaries and interconnects using elevation data and ArcGIS, development of hydrologic/hydraulic model of the watersheds using PCSWMM, water quality modeling, and identification of improvement projects and best management practices to enhance flood control and water quality in the watersheds.

Digital Flood Insurance Rate Map and Flood Insurance Study for Broward County

Role: Technical Leader
Client: FEMA Region IV
Location: Broward County, FL, USA
Project (CAPEX) value - $1.2M
Date(s): 2009 – 2011

Technical Leader responsible for managing the overall aspects of the project that included data collection and development, GIS data acquisition and analysis, modeling, and development of the final report. The project area encompasses the complete Broward County with some portions of Dade County on the north and Palm Beach County on the south. Scope of services included modification of MIKE SHE/MIKE 11 model for the entire Broward County with new LIDAR based DEM and new Land Use data, calibration and verification of the model using known Hurricane storm events by modifying Structure/Gate openings, Tidal boundaries and Boundary Conditions, simulating the calibrated model for several design storm event scenarios and development of final report.

Sarasota County Watershed Model Maintenance and GIS Update – Lemon Bay Model

Role: Project Manager
Client: Sarasota County
Location: Sarasota County, FL, USA
Project (CAPEX) value - $120K
Date(s): 2011 – 2012

Project Manager responsible for managing the overall aspects of the projects, which included submitting project deliverables on time and within budget. Scope of work include updating the Lemon Bay Model by incorporating several subdivisions such as the Oak Forest, Arlington Cove, integrating Alligator Creek, incorporating Winchester Blvd to name a few. The Lemon Bay AdICPR Model was updated to incorporate the as-built conditions of the aforementioned subdivisions. The main storage areas in the subdivisions (Lakes and Ponds) were used as the base to develop the new node-link network inside the sub-divisions. Overland flow was represented by using natural weirs. The nodes from the original model that included the areas where the subdivisions are located were also modified. The updates made to the Lemon Bay AdICPR Model were documented using the DBF Comparator utility. Based on the revisions made to the model, the scope of work also included updating the Sarasota County GIS database system based on the revisions made to the model along with development of 100-year 24 hr floodplain delineation maps.

Collier County, Public Utilities Master Plan

Role: Technical Advisor
Client: Collier County
Location: Collier County, FL, USA
Project (CAPEX) value - $1.1M
Date(s): 2020 - 2021

Technical Advisor responsible for overseeing the master plan that included water, wastewater, and irrigation systems. A comprehensive master plan that provides direction to CCWSD for near- and long-term infrastructure management strategies supported by technical evaluations and capital improvement programs focused on meeting future customer demands with best value solutions and fully leveraged assets. The project included evaluation of population trends and demands, treatment capacity assessments, hydraulic modeling for infrastructure improvements (InfoWorks InfoSWMM), and evaluation and prioritization of capital improvement projects. Final Master Plan Report is developed that would meet customer requirements over a 20-year planning horizon and final build-out condition anticipated in the Year 2034.

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Matthew Trzcinski, PE

Senior Project/Design Manager



Qualified: Bachelor of Science, Civil Engineering, The Ohio State University (OSU). Register professional engineer in the states of Florida and Texas.

Connected: Member of American Water Works Association (AWWA), WateReuse Association, Water Environment Federation (WEF)

Professional Summary: Mr. Trzcinski has over 27 years' experience in the water sector serving as an engineer and project manager. He has extensive experience applying membrane technologies to water related applications. He has been involved with more than twenty membrane projects ranging from reuse to ultrapure water. His experience includes managing design activities; supervising engineering efforts; managing sub-consultant and contractor activities; managing project schedules and budgets; performing quality assurance reviews; managing project risk and change; providing construction, commissioning, and startup support services; mentoring engineers; and preparing reports for municipal and industrial projects across North America and Asia, including alternative delivery projects.

Project/Design Manager
Backup Deep Injection Well Design and Permitting | City of Fort Myers | Fort Myers, FL

Mr. Trzcinski is serving as project/design manager for the design, permitting, procurement, and construction of a 11.4 MGD UIC Class I UIC well. Responsibilities include coordinating engineering disciplines; overseeing permitting activities; managing sub-consultants; performing quality assurance reviews; communicating with client, preparing progress reports, and managing scope, schedule and budget. The Class I Injection Well will improve the reliability of the Reverse Osmosis WTP by providing operational flexibility and an emergency disposal method of the plant's brine stream.

Program Management Project Manager
Ocean Outfall Legislation | Miami-Dade Water and Sewer Department | Miami, FL

Mr. Trzcinski played a key role in the implementation of a multi-billion-dollar wastewater treatment system improvements and expansion program by keeping key projects on budget and schedule. He accomplished this by implementing key program processes; developing comprehensive task authorizations; negotiating contracts; and assessing and mitigating risk. He also managed design consultants; provided quality assurance reviews; and acted as the liaison between WASD and the design consultants. Mr. Trzcinski was responsible for developing progress reports; recommending approval of deliverables and invoices; preparing for and holding meetings and workshops; and implementing quality procedures.

Project/Design Manager
FGD ELG UIC Well System Phase II | Tampa Electric Company | Tampa, FL

Mr. Trzcinski served as project/design manager for Phase II, the design and permitting of two Class I UIC wells. Responsibilities included coordinating engineering disciplines; overseeing permitting activities; managing sub-consultants; performing quality assurance reviews; communicating with client, preparing progress reports, and managing scope, schedule and budget. The Class I Injection Wells will allow TEC to meet the EPA Final Rule related to ELGs for coal fueled steam electric power generating facilities.

Project/Design Manager
FGD ELG UIC Well System Phase III | Tampa Electric Company | Tampa, FL

Mr. Trzcinski is serving as project/design manager for Phase III, the design, procurement, and installation of the storage, pretreatment, and conveyance systems for FGD wastewater disposal into two Class I UIC injection wells. Responsibilities include coordinating engineering disciplines; managing sub-consultants; performing quality assurance reviews; communicating with client, preparing progress reports, and managing scope, schedule and budget. The Class I Injection Wells allow TEC to meet the EPA Final Rule related to ELGs for coal fueled steam electric power generating facilities.

Technical Specialist/Project Engineer
Darat Water Management Project | Brunei Shell Petroleum | Seria, Brunei

Served as technical specialist during the define phase for an USD 200 million EPC 20,000 m3/d onshore seawater treatment facility. The design utilized seawater NF technology for a low sulfate / high TDS injection water for improved oil recovery. Mr. Trzcinski was responsible for resolving technical queries; reviewing drawings, specifications, and material requisitions; and assisting in the development of scopes of work for owner procured equipment and demolition/construction contracts. He assisted in implementing Shell's Flawless Project Delivery and Systemization programs and provided technical support during all aspects of the project including Desktop, OMAR, and Constructability reviews; HAZOP, HAZID, SAFEOP, IPF, Novelty/Complexity, VE

workshops; and bid reviews. He assisted in the development of Plant O&M Philosophy, O&M Cost Estimate, Operations Readiness Plan, and the development of bid evaluation criteria.

Project Manager/Design Manager
Appomattox Gulf of Mexico Semi-Submersible Deep-Water Project | Shell Offshore Inc. | Houston, TX

Served as project/design manager and technical specialist for the design, fabrication, and testing of two ultrapure water treatment skids for the Appomattox semi-submersible deep-water production facility. The design utilized BWRO, membrane deaeration, and continuous electrode ionization processes to produce boiler feed water for once-through stream generation. It is the first time the combination of these technologies was used in the oil and gas industry. He was responsible for developing the design and responding to clarifications during the proposal phase; assembling project execution team; overseeing and managing design, procurement, and fabrication activities; developing internal and external progress reports; managing budget and schedule; meeting with the client; and resolving commercial and technical issues.

Owner's Engineer
Industrial Complex Development | Confidential Client | Washington, DC

Serving as owner's engineer to support the development of a business plan for EPC of multiple industrial complex projects across the globe. Each project will produce up to 300 MGD of desalinated seawater, 3 GW of electrical power (via geothermal wells), and 350 thousand tons of chlor-alkali products from the brine waste stream of the desalination process at an estimated cost of US$6 – 8 billion for each project. Responsibilities include the development of a gap analysis to identify tasks on the critical path; information/reports/actions required to complete each task; the current state of the information/action; risk register items; missing information/reports/actions required to complete each task; outlines of required reports/plans; duration to develop each report/plan; required completion date to support owner's schedule. Other activities include conceptual development of water related processes; estimating capital and O&M costs; and delivery methodology advice.

Technical Specialist
Kay Bailey Hutchinson RO Desalination Facility | El Paso Water Utilities | El Paso, TX

Served as technical specialist during the design, construction, and start-up of the 27.5 MGD RO Facility for El Paso Water Utilities. Mr. Trzcinski was responsible for process design; process mechanical detailing; specification writing; developing commissioning, start-up, and performance testing procedures; providing construction support and inspection services; plant start-up and oversight; and assisting in the development of operator training materials and classes. The facility won the 2007 Engineering Excellence Gold Award from the Texas Council of Engineering Companies and the 2008 Superior Achievement Award from the American Academy of Environmental Engineers.

Technical Advisor
Sulaibiya Wastewater and Reclamation Plant | Government of Kuwait | Sulaibiya, Kuwait

Mr. Trzcinski provided technical support and oversight during the mechanical completions phase at the Sulaibiya Wastewater and Reclamation Plant. Responsibilities included specialty inspection; developing punch list items; and reviewing commissioning and start-up procedures. The reclamation plant included 100 MGD ultrafiltration facility and an 80 MGD RO facility.

Project/Design Manager
Newark Desalination Facility Phase 2 | Alameda County Water District | Newark, CA

Mr. Trzcinski served as project/design manager during the design of the Phase 2 Newark Desalination Facility Expansion project. Responsibilities included supervising the preparation of a design report and design; coordinating engineering disciplines; process design oversight; managing sub-consultants; performing quality assurance reviews; communicating with client, preparation of progress reports, and managing scope, schedule and budget. The Newark Desalination Facility was expanding from 6 MGD to 12.5 MGD.

Project Engineer/Technical Specialist
Newark Desalination Facility Phase 1 | Alameda County Water District | Newark, CA

Mr. Trzcinski served as technical specialist during the design and construction of a 6 MGD reverse osmosis desalination plant for the Alameda County Water District. Responsibilities included process design; chemical system design; mechanical detailing; equipment evaluation; specification writing; shop drawing review; specialty field observation for 6 months during construction; CSU support; and O&M training.

Project Manager
Security Systems Planning, Design, and Construction | Tampa Bay Water | Clearwater, FL

Mr. Trzcinski was responsible for overseeing the development of a security master plan and implementing the client's Protective Measures Index safeguards by developing site-specific security improvement designs in a prioritized manner and by performing the duties of Construction Services Engineer. Responsibilities included

supervising engineers; coordinating project activities; reviewing submittals; answering RFIs; preparing change order documents; approving payment applications, preparing progress reports and schedules; performing quality assurance reviews; and managing budget and schedule.

Project/Design Manager
Reclaimed Water Pilot Plant Design | Santa Clara Valley Water District | San Jose, CA

Mr. Trzcinski served as project/Design manager during the development of a pilot plant design and test protocol for a study to evaluate RO and pretreatment technologies for wastewater reclamation. Responsibilities included managing scope, schedule, and budget; developing pilot test protocol; process design; and the development of commissioning, start-up, and performance testing procedures. The design incorporated pressurized microfiltration technology.

Technical Specialist
Santa Cruz Seawater RO Pilot Test Program | City of Santa Cruz | Santa Cruz, CA

Mr. Trzcinski served as technical specialist during the design and construction of the City of Santa Cruz pilot test program. Responsibilities included regulatory compliance; developing pilot test protocols; process design; construction oversight; and start-up and commissioning oversight. The pilot plant tested conventional flocculation/sedimentation; pressurized media filtration; slow sand filtration; submerged and pressurized UF; chlorine dioxide; and UV.

Technical Advisor
Tuen Mun Seawater Pilot Study | Water Supplies Department of Hong Kong | Hong Kong

Mr. Trzcinski served as technical advisor during the construction, commissioning, and start-up of the desalination pilot plant. Responsibilities included specialty site inspection; developing punch list items; startup oversight; and training the operators in the operation and maintenance of the facility. The pilot plant utilized three separate treatment trains using two ultrafiltration membrane technologies and multi-media filtration as pretreatment to the SWRO process.

Technical Advisor
Technology Evaluation | California Water Company | Salinas, CA

Mr. Trzcinski evaluated the feasibility of treating well water for the City of Salinas to remove MTBE; PCE; nitrate; and arsenic. The feasibility study included the review of water quality data and evaluation of the distribution system to determine the appropriate treatment processes and the feasibility of centralizing treatment facilities. Treatment processes evaluated included air stripping, reverse osmosis, ion exchange and GAC adsorption.

Project Engineer
Groundwater Contaminants Feasibility Study | California Water Company | Kern River Valley, CA

Mr. Trzcinski served as project engineer for a feasibility study for the removal of nitrate and 1,1-dichloroethylene (DCE) from groundwater. Reverse osmosis, granular activated carbon, ion exchange, and ultraviolet technologies were evaluated. The study also included the preliminary design of an ion exchange process for nitrate removal and a packed column for air stripping DCE.

Project Manager
Pure WTP | Sony Display Devices | Singapore

Mr. Trzcinski served as project manager during the design and construction of a pure-water treatment plant expansion for Sony. Responsibilities included process design; developing cost proposal; negotiating scope of work and price; plant design; overseeing the day-to-day activities during design and construction; preparing progress reports and managing schedule and budget. Reverse osmosis and ion exchange technologies were utilized to produce 2 Mohm-cm water.

Process Engineering/Design Manager
US Embassy Water Treatment Facility | Perini Corporation | Baghdad, Iraq

Mr. Trzcinski was the process Engineering Manager during the design of a water treatment facility for the U.S. embassy in Iraq. Responsibilities included providing process design oversight; supervising the activities of engineers; preparing progress reports and schedules; performing quality assurance reviews; managing the engineering budget and schedule; and meeting and communicating with the client. The facility could treat both surface and ground water using ultrafiltration and reverse osmosis technologies and was housed in containers to facilitate quick installation and start-up.

Technical Specialist
Water Reuse Evaluation | US DOD | Norfolk, VA

Mr. Trzcinski served as a team member responsible for providing quality assurance and quality control oversight during the evaluation of a proposed brackish desalination system to use reclaimed water in a steam generation process.

Technical Specialist
Seawater RO Design-Build | Sand City | Sand City, CA

Mr. Trzcinski served as technical specialist during the development of the 30% design design-build submittal for the Sand City 0.6 MGD design-build seawater desalination facility. Responsibilities included process design; overseeing and coordinating engineering disciplines; developing drawings; and regulatory compliance.

Thomas Pierro, PE, D.CE

PRINCIPAL ENGINEER

5301 N. Federal Highway, Suite 335, Boca Raton, FL 33487
tpierro@coastalprotectioneng.com; 561-756-2535

PROFESSIONAL QUALIFICATIONS

Thomas Pierro, PE, D.CE, is a Managing Member of Coastal Protection Engineering (CPE) and serves as Principal Engineer for the firm and its clients. Since 2001, Mr. Pierro has designed, permitted, and supervised construction of numerous shore protection projects, with a primary focus in Florida and New York. He directs complex analysis of beach/inlet processes, designs programs that control high erosion near coastal inlets, and promotes forward thinking throughout his team to support sustainable coastal programs. In 2011, Mr. Pierro was awarded the Jim Purpura / T.Y. Chiu Award from the FSBPA for outstanding contribution to coastal engineering in the State of Florida. He has supported the Town of Palm Beach on many components of their coastal program for over 15 years, which provides him with an in-depth understanding of the Town's project history, comprehensive management plans, and future project needs.

RELEVANT EXPERIENCE

Town of Palm Beach, Florida

Mr. Pierro has worked on many facets of the Town's coastal program since 2006 and communicates frequently with Town staff on various coastal issues and history. In the earlier years, Mr. Pierro performed permit required physical monitoring and Town-wide analyses including an updated sediment budget and littoral transport evaluation. He developed a comprehensive engineering report and artificial reef design in support of the Reach 8 project. Mr. Pierro designed the 0.8-acre limestone boulder artificial reef, developed plans and specifications, and managed construction in 2007. More recently, Mr. Pierro performed a comprehensive coastal structures peer review and independent assessment for Town-wide groin rehabilitations. He also provided technical and management oversight for the Southern Palm Beach Island Comprehensive Shoreline Stabilization EIS as Senior Project Manager under the direction of the USACE. He also supported the Town during construction of the 2020 Mid-Town Beach Nourishment Project and oversaw preparation of the post-construction report. Mr. Pierro maintains close communication with Town staff and frequently presents on coastal issues to the Shore Protection Board and Town Council.

Education

Master of Science, Ocean Engineering, Florida Atlantic University, Boca Raton, Florida, 2001

Bachelor of Science, Ocean Engineering, Florida Atlantic University, Boca Raton, Florida, 1999

Highlights

Recognized industry expert in Florida in the fields of coastal engineering, beach nourishment, coastal structures numerical modeling of coastal processes, and inlet management.

Broad experience in beach project construction management, planning, design and permitting, engineering, and modeling, plans and specifications, field investigation, construction oversight, and feasibility studies of coastal engineering projects.

Registrations/Certifications

Professional Engineer, Civil, Florida, License No. 64683, Active

Professional Engineer, Civil, New York, License No. 090464-1, Active

Diplomate, Coastal Engineering (ACOPNE), 2010, ASCE, Active, Nationwide

Professional Affiliations

Member, American Society of Civil Engineers (ASCE)

Member, Florida Shore and Beach Preservation Association (FSBPA)

Member, American Shore and Beach Preservation Association (ASBPA)

Employment History

CPE 2019 – Present

APTIM 2001 – 2019

Southern Palm Beach Island Comprehensive Shoreline Stabilization Project, Palm Beach County & Town of Palm Beach, Florida

The project addresses erosion concerns by providing additional storm protection to upland property while minimizing impacts to nearshore hardbottom. Due to the potential for adverse impacts to hardbottom resources, an Environmental Impact Statement has been developed by members of The CPE Team as required for permitting of the project, which includes advanced DELFT3D modeling. This requires close coordination with USACE, FDEP, Town and County to balance concerns and objectives. Mr. Pierro provided coastal engineering support and oversight in evaluating project alternatives, reviewing numerical modeling results, developing reports and permit documents, and coordinating with stakeholders. Mr. Pierro is also the Engineer of Record for the County's project and developed a unique way of assessing the potential for downdrift spreading, which satisfied agency requests.

Delray Beach Erosion Control Program, Delray Beach, FL

Mr. Pierro has been the Project Manager and Senior Engineer for Delray Beach's Federal Storm Damage Reduction Project since 2006. He served as Project Manager and Engineer of Record for the Fifth Periodic Beach Renourishment Project constructed in 2013. He managed the project design, permitting and construction on a reimbursable basis with USACE. Tasks included project administration, contractor selection, construction observation, verification of fill volume placement, compliance with project permit requirements and confirmed contractor requests for payment. He continues to oversee the management of City's program in close coordination with Palm Beach County and the USACE.

Comprehensive Coastal Erosion Control Program, Manatee County, FL

Mr. Pierro directed the comprehensive feasibility study for Manatee County in 2007 to evaluate the cost and need for shore protection in areas outside the Federal (USACE) project area. Based on the recommendations of the report, the County constructed the Coquina Beach Nourishment Project, which included construction of a 5-acre mitigative artificial reef in 2011, designed and permitted by Mr. Pierro. He designed and managed the installation of geotextile tubes to sand tighten the Longboat Pass Jetty to improve the performance of the beach nourishment project and subsequently completed a comprehensive modeling study of Longboat Pass resulting in an updated Inlet Management Plan. He also worked with the County to remove three derelict groins along Cortez Beach and replace them with Permeable Adjustable Groins, a project which was designed with use of the Delft3D numerical model. Mr. Pierro assisted the USACE in design and permitting of the Manatee County Shore Protection Project constructed in 2014 and continues to play a key role in the management of the County's island-wide shore protection program in implementing the federally authorized and county-managed projects, including an ongoing Inlet Management Study for Passage Key Inlet, which is the primary sand source for the Anna Maria Island beach nourishment program.

Upham Beach Groin Stabilization Structures, Pinellas County, FL

Mr. Pierro worked with Pinellas County over the course of several years to evaluate options to install permanent groin stabilization structures to reduce erosion at Upham Beach. The project included development of engineering alternatives, advanced wave breaking modeling and permitting assistance. Additional efforts included project bidding and construction observations. The project construction was completed in 2018 with Mr. Pierro serving as Sr. Project Manager and the Engineer of Record and was recently awarded the 2021 Best Restored Beach Award from ASBPA.

Tara Brenner, PG, PE

SENIOR COASTAL ENGINEER

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tbrenner@coastalprotectioneng.com; 631-896-9137

PROFESSIONAL QUALIFICATIONS

Tara Brenner, PG, PE, is a Senior Coastal Engineer for Coastal Protection Engineering (CPE). Since 2007, she has performed a variety of engineering services in support of beach nourishment projects throughout Florida, including permitting, engineering analysis, development of construction plans and specifications, construction observations, post-construction monitoring calculations, and report preparation. She also routinely leads data analysis, incorporating geotechnical requirements for state and federal permitting, and supporting borrow area design for beach nourishment projects. Ms. Brenner regularly presents at industry conferences, and public meetings in both formal and informal settings. As Project Manager for several coastal projects throughout Florida, she works with clients to ensure project objectives and timelines are met and that work products are of the highest quality.

RELEVANT EXPERIENCE

Mid-Town Beach Nourishment Project, Town of Palm Beach, Florida
Ms. Brenner performed observations during the 2020 construction of the initial installment of the federal project under a 50-year partnership. She also prepared and submitted the post-construction report for the project.

South Lake Worth Inlet (SLWI), Palm Beach County, Florida
Ms. Brenner oversaw surveying of the dredge pit and engineering analysis to estimate the production of the SLWI Sand Transfer plant in 2016 and 2018. She is currently assisting the County with design and permitting for maintenance dredging of the ICW, Oyer boat channel and expansion of the sand trap inside of the South Lake Worth Inlet.

Currie Park East Dredge Hole Restoration Project, Palm Beach County, Florida
As part of ongoing restoration within the Lake Worth Lagoon, Ms. Brenner is supporting the County with design and permitting of fill placement restoration areas within a large historic dredge hole east of Currie Park. These areas are designed to receive mixed materials from lagoon projects.

Delray Beach Coastal Program, City of Delray Beach, Florida
As Project Manager, Ms. Brenner is performing a variety of coastal consulting tasks to support Delray's Beach Nourishment Program including: public outreach, assisting in securing state and federal project funding, annual physical monitoring engineering analyses, a recent sand

Education

Master of Science, Civil Engineering, Florida Atlantic University, Boca Raton, Florida 2012

Bachelor of Science, Environmental Geosciences, University of Notre Dame, Notre Dame, Indiana, 2007

Highlights

More than 14 years of coastal engineering and geology experience.

Regularly works on Florida coastal projects from feasibility through construction, including field investigations, engineering design and permitting.

Registrations/Certifications

Professional Engineer, Florida License No. 82305, Active

Professional Geologist, Florida, License No. PG2828, Active

BOEM and NMFS Protected Species Observer

PADI Open Water Diver, 2008

PADI Enriched Air Nitrox Diver, 2009

Professional Affiliations

Member, Florida Shore and Beach Preservation Association (FSBPA)

Member, American Shore and Beach Preservation Association (ASBPA)

Member, American Public Works Association – Gold Coast

Member, Divers Alert Network (DAN)

Member, University of Notre Dame Alumni Club – Boca Raton

Employment History

CPE 2019 – Present

APTIM 2007 – 2019

search investigation, post-storm impact assessments and coordination as needed, and planning for the City's next renourishment project.

Seawall Vulnerability Study, City of Delray Beach, Florida
Ms. Brenner managed and completed a seawall vulnerability study to address frequent flooding experienced in Delray along the Intracoastal Waterway. She led the study to predict future water levels, inventory seawall and outfall elevations, perform structural assessments, and analyze current backflow prevention devices. As part of this work, Ms. Brenner regularly collaborated with City engineers and presented study findings and recommendations to the City Commission.

St. Lucie South Jetty Assessment, Martin County, Florida
Ms. Brenner managed surveying, engineering and biological observations of the South Jetty. This work compared traditional survey methods with 3D laser scan and drone photogrammetry. The assessment deliverables included engineering assessment report, drone video, georeferenced drone imagery, survey data, and georeferenced point cloud in an online platform. Having this baseline assessment allowed for assessment of Hurricane Dorian impacts to the structure using post-storm drone imagery.

2021-2022 Collier County Truck Haul Beach Renourishments
As Project Manager, Ms. Brenner prepared construction plans and technical specifications for the County to bid the project and provided support throughout construction by reviewing contractor submittals, participating in weekly progress meetings and reviewing pay applications. The project placed 155,000 cy of sand along Naples, Vanderbilt, and Pelican Bay beaches using truck haul methods. As the Engineer of Record, Tara Brenner certified the project after its completion in January 2022.

Panama City Beaches Nourishment Program, Bay County, Florida

Ms. Brenner supports the Bay County with their beach nourishment program. As Project Manager for the 2017 nourishment project, Ms. Brenner assisted with hot-spot identification and development of the project scope. This hopper dredge and fill project was completed in May 2017 and placed approximately 835,000 cy along four separate reaches in Panama City Beach from offshore borrow areas. She also conducted coastal engineering design in development of the construction plans and technical specifications and led pre-bid, pre-construction and all during-construction progress meetings. She recently assisted the TDC during federal construction of the beach nourishment project, providing engineering and coastal engineering technical support in the preparation and construction of the project.

Mexico Beach Sand Search, Bay County, Florida
In support of a post-Hurricane Michael beach restoration project at Mexico Beach, Ms. Brenner is managing an offshore sand search investigation including geophysical and geotechnical data collection and processing, borrow area design, and a wave impact modeling study.

Shell Key & Grand Canal Feasibility Study & Permitting, Pinellas County, Florida
Ms. Brenner is led a team in performing a feasibility study and related field and modeling efforts to evaluate a highly dynamic area of Pinellas County. Shell Key has recently melded back onto the mainland along its northern coast. Residents are concerned about continued shoaling that has closed Shell Key North Pass and may threaten the entrance to Grand Canal. The feasibility study along with the Shell Key Morphology Study evaluated potential management alternatives for this area. In support of this project, Ms. Brenner presented in public meetings and oversaw work done by engineering, survey, and coastal modeling groups. Currently, Ms. Brenner is supporting the County with design and permitting for maintenance dredging of a channel and sediment basin in this environmentally sensitive area.

Lindino Benedet, Ph.D.

PRINCIPAL SCIENTIST

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lbenedet@coastalprotectioneng.com; 561-609-9144

PROFESSIONAL QUALIFICATIONS

Lindino Benedet is a Principal Scientist for Coastal Protection Engineering (CPE) with over 20 years professional experience dedicated to coastal engineering. Dr. Benedet obtained his Ph.D. at Delft Institute of Technology, with a focus on Hydraulic Engineering/Numerical Modeling utilizing Delft3D. He has worked on hundreds of projects, published dozens of scientific papers in international journals, and presented at technical conferences. Dr. Benedet introduced the Delft3D model to the Florida consulting market in 2004 and has since used the model to evaluate coastal engineering projects. He is currently working with the latest version of Delft3D Flexible Mesh (FM) that combines hydrodynamic, hydrologic, and water quality processes to evaluate sea level rise adaptation strategies for coastal communities.

RELEVANT EXPERIENCE

Collier County Coastal Storm Risk Management Study, Collier County, FL
Numerical modeling of the impacts of proposed flood control structures (storm surge gates on major inlets) on water quality utilizing Delft3D FM.

Lake Mattamuskeet Watershed Management Modeling Study, Hyde County, NC
Numerical Modeling of the performance of flood reduction/sea level adaptation strategies on managing lake water level and reducing flooding in the Lake watershed utilizing Delft3D FM.

Grand Bayou Hydrologic Restoration, Lafourche Parish, LA
Delft3D FM Numerical modeling of hydraulic restoration project consisting of engineering alternatives designed to increase freshwater flow to marshes stressed by increased salinity due to SLR. The study utilized Delf3D FM.

Wiggins Pass Inlet Study, Collier County, FL
Numerical modeling of waves, currents, and sediment transport and beach-inlet morphology utilizing the DELFT3D model to evaluate inlet channel dredging strategies and the effect of inlet channel re-alignment alternatives on sedimentation rates and erosion of adjacent beaches.

Upham T-Head Groins Numerical Modeling, Pinellas County, FL
Bouss2D Boussinesq wave modeling and Delft3D sediment transport and morphology modeling to evaluate the performance of T-Head groins designed to reduce hotspot erosion.

Education

Doctor of Philosophy, Hydraulic Engineering, TU Delft, Delft, Holland, Defense Date: April 2016

Master of Business Administration, Business Administration, Fundação Dom Cabral, Belo Horizonte, Brazil, 2014

Master of Science, Marine Geology, Florida Atlantic University, Boca Raton, Florida, 2001

Bachelor of Science, Oceanography, Universidade do Vale do Itajai, Itajai, Brazil, 2000

Highlights

More than 20 years of experience in coastal oceanography, geology, and engineering.

Recognized international expert in in the fields of coastal numerical modeling, coastal engineering, beach nourishment, and marine sand investigations.

Professional Affiliations

Associate Editor, Journal of Coastal Research, Journal of the Coastal Research and Education Foundation

Editorial Board Member, Shore & Beach, Journal of the American Shore & Beach Preservation Association (ASBPA)

Associated Editor, Brazilian Journal of Aquatic Sciences

Member, Florida Shore and Beach Preservation Association (FSBPA)

Member, American Shore and Beach Preservation Association (ASBPA)

Employment History

CPE 2019 – Present

APTIM 2001 – 2019

Town of South Palm Beach Breakwaters, Palm Beach County, Florida
Dr. Benedet and his team performed numerical modeling of waves, currents, alongshore sediment transport and beach morphology change utilizing the numerical model Delft3D to evaluate performance and impacts of proposed breakwaters along the Town of South Palm Beach.

Barrier Island Restoration Projects, Louisiana Department of Natural Resources (DNR), Louisiana
Dr. Benedet led numerical modelling activities to evaluate project performance and borrow area impacts of many Barrier Island Restoration projects along the Louisiana Coast including the Shell Island Sandy Point Borrow area, West Belle Pass Restoration Project and the Cheniere Ronquille Barrier Island Restoration project. These projects involved numerical modeling of waves, currents, alongshore sediment transport and beach morphology utilizing the Delft3D model, under average conditions, tropical storms and hurricanes, to evaluate performance of Barrier Island Restoration (beach, dune and marsh) over timescales of years to decades.

Figure Eight Island Restoration and Inlet Realignment Project, Figure Eight Island, North Carolina
Dr. Benedet performed numerical modeling of waves, currents, sediment transport and beach-inlet morphology utilizing the numerical model Delft3D to evaluate performance of inlet re-location alternatives and terminal groins on the erosion of Figure Eight Island, NC.

Panama City Nourishment, Panama City Tourism Development Council. Panama City Beach, Florida
Dr. Benedet planned a waves and current data collection efforts where two ADCPs were deployed near the project location to collect oceanographic data to calibrate the numerical model, and conducted numerical modeling of coastal processes (waves, currents, sediment transport, morphology) utilizing Delft3D to evaluate the impacts on Hurricane Ivan on Panama City Beach and evaluate a proposed maintenance nourishment project.

Louisiana Statewide Numerical Modeling as a Response to Deepwater Horizon, Louisiana Department of Natural Resources (DNR), Louisiana
Dr. Benedet led a team of several numerical modelers that were tasked with developing a model that covers Most of the Louisiana Coast and Marshes. The model was conducted to refine the design of proposed sand berms to contain oil from the Deepwater Horizon oil spill from contaminating marshes, and to evaluate the effect of the berms on water quality (residence time), marsh salinities, waves and currents. It was an ambitious 24/7 modeling effort performed in parallel by several numerical modelers under the direct supervision of Dr. Benedet, in order to be able to provide results in an expedited manner to be used to support decisions in the aftermath of the environmental disaster.

Longboat Key Islander Permeable Adjustable Groins, Longboat Key, Florida
Dr. Benedet led Delf3D numerical modeling activities and coastal processes analysis development to evaluate the effect of proposed permeable structures to manage an erosional hotspot on Longboat Key Florida. The project was constructed after the study and it performed very similar to model prediction.

Mearim Port, Maranhão, MA, Brazil
Dr. Benedet led a project team that deployed 4 ADCPs in extreme conditions (21 ft tides, 6-12 ft/s currents), conducted bathymetric and geophysical surveys, performed the deployment of current drifters, and led extensive numerical modeling activities of coastal proceses and channel shoaling with Delft3D, ship maneuvering modeling with PCRembrandt, mooring modeling with Optimoor, and the development of engineering design of a grains port terminal.

Stacy Buck, MS

SENIOR MARINE BIOLOGIST

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PROFESSIONAL QUALIFICATIONS

Stacy Buck is a Senior Marine Biologist with Coastal Protection Engineering (CPE) who has managed environmental permitting and biological monitoring for shoreline stabilization projects for clients throughout Florida since 2004. Ms. Buck has over 20 years of experience in biological and environmental science, the last 18 of which have focused on coastal and marine biology in south Florida. She manages project budgets, coordinates workloads, directs field operations, and collaborates with clients and agencies on a regular basis. She is responsible for the complete coordination of the biological components of projects from pre-permit application coordination through final report deliverables.

Ms. Buck manages environmental tasks for CPE's projects on Florida's east coast and has been working on Town of Palm Beach projects since 2005, including biological monitoring for multiple beach projects and artificial reefs. She assists the Town with environmental permitting, regulatory coordination, NEPA compliance, and projects approved under the BMA.

RELEVANT EXPERIENCE

Town of Palm Beach Coastal Protection Program BMA Annual Monitoring, Town of Palm Beach, Florida
Ms. Buck currently leads the annual biological mapping and monitoring effort for the Beach Management Agreement (BMA) in the Town. This effort includes cell-wide biological monitoring, in situ mapping, and aerial delineation of nearshore hardbottom resources, and report production.

2020 Mid-Town Beach Restoration, Town of Palm Beach, Florida
Ms. Buck worked with the project team to ensure permit compliance during construction of the 2020 Mid-Town Beach Restoration project. She coordinated with FDEP, FWC, and USFWS to obtain an extension for project construction.

Mid-Town Groin Project, Town of Palm Beach, Florida
Ms. Buck worked with the USACE and FDEP to expedite the permit modification for the Mid-Town Groin Project to ensure construction would not interfere with sea turtle nesting. Additionally, initial authorization did not include consultation with NMFS for Section 7 consultation since the groin was originally planned to be built on the newly nourished beach. Our Team designed the project so that construction of the groin would be built "in the dry", otherwise consultation would have not made construction

Education

Master of Science, Coastal Zone Management, Nova Southeastern University, Dania Beach, Florida, 2007

Bachelor of Science, Marine Science, University of South Carolina, Columbia, South Carolina, 1999

Highlights

Over 20 years of biological and environmental science experience with the last 18 years focused on coastal and marine biology in South Florida.

Registrations/Certifications

SDI Dive Master, Dry Suit Specialty Diver, Enriched Air Nitrox Diver

PADI: Rescue Diver and Advanced Diver

NAUI Open Water Diver, 1997

Emergency First Responder (CPR, 1st Aid, AED)

DAN O_2 Administration

BOEM and NMFS Protected Species Observer

Professional Affiliations

Member, Florida Shore and Beach Preservation Association (FSBPA)

Member, American Shore and Beach Preservation Association (ASBPA)

Member, American Academy of Underwater Sciences (AAUS)

Member, Divers Alert Network (DAN)

Employment History

CPE 2019 – Present

APTIM 2006 – 2019

feasible for that season. The permit modification requests were submitted in late December 2017 and the project was deemed substantially complete in May 2018.

Reach 8 Beach Restoration Project, Town of Palm Beach, Florida
Reach 8 is the Town of Palm Beach's component of the Southern Palm Beach Island Comprehensive Shoreline Stabilization Project (SPBICSSP) EIS and Ms. Buck worked closely with the USACE, the Town and the County to provide a comprehensive assessment of potential alternatives and their respective effects. She led an in situ assessment of the benthic habitat to support the EIS and environmental permitting. Ms. Buck is currently coordinating with the USACE to facilitate NMFS consultation for ESA Section 7 and under the Magnuson-Stevens Act. She is also leading the state permitting effort to obtain a joint coastal permit for the Reach 8 project.

Palm Beach County Coastal Program, Palm Beach County Florida
Ms. Buck led state and federal permitting for the County's component of the SPBICSSP project and developed the permit-required mitigation and monitoring programs. She coordinated and implemented field activities, provided data analysis, conducted aerial analysis of nearshore hardbottom resources, and led report preparation. She is currently assisting the County with permitting for the South Lake Worth Inlet Dredge Maintenance Project, which includes benthic investigations and coordination with FDEP to update to the biological monitoring plan. She is also managing state and federal permitting for the Currie Park East Dredge Hole Restoration Project.

City of Deerfield/Hillsboro Beach Nourishment Project, Deerfield Beach, Florida
Ms. Buck is currently leading the environmental permitting for the Deerfield Beach/Hillsboro Beach Nourishment project. Permit applications have been submitted and she is currently coordinating with the Corps to facilitation ESA Section 7 consultation. She is leading a survey for ESA listed coral species and is managing the annual biological monitoring of the nearshore hardbottom resources in the project area

City of Delray Beach Coastal Program, Delray Beach, Florida
Ms. Buck assists the City with permitting, agency coordination, and biological monitoring in support of their coastal program. She has led state and federal permitting, ESA Section 7 consultation, EFH assessment, and development of an EA in compliance with NEPA and field investigations to map the reef edge and survey for the coral species listed under the Endangered Species Act on the reef east of the borrow areas. She also coordinated with the sea turtle monitoring team to ensure permit compliance and co-led public nest excavation events in 2019. Ms. Buck recently developed a monitoring plan and led an investigation for seagrass resources within the newly designed borrow areas.

Sectors 3 and 5 Beach and Dune Restoration Project, Indian River County, Florida
Ms. Buck led the environmental permitting, development of biological monitoring plans, coordination and implementation of field activities, data analyses, and report preparation for the Sector 3 and the Sector 5 projects. She prepared environmental documents in support of NEPA for Sector 5 and coordinated with federal resource agencies for consultation under the Endangered Species Act Section 7 and the Magnuson-Stevens Act for both projects. Project construction has been completed and we are currently in the post-construction monitoring phase.

96th St Bulkhead Project, Martin County, Florida
Ms. Buck led the state and federal permitting and a biological investigation for submerged aquatic vegetation (SAV) resources within the project area to support construction of a bulkhead along the St. Lucie Canal (C-44) in Martin County. The County currently uses the shoreline for loading and transporting artificial reef materials and wanted to stabilize the shoreline and provide a permanent structure for the barges to dock. The state permit was issued, and the federal permit is anticipated in May/June 2022.

Quin Robertson, PhD, PG, GISP, CC-P

SENIOR SCIENTIST

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qrobertson@coastalprotectioneng.com; 732-423-0039

PROFESSIONAL QUALIFICATIONS

Quin Robertson is a Senior Scientist with Coastal Protection Engineering (CPE). Dr. Robertson's is a Certified Climate Change Professional (CC-P) whose research focuses on using conventional survey and remote sensing data to quantify change in coastal morphology and develop models from these results using GIS to aid in coastal mitigation. Dr. Robertson has several projects with the USACE conducting studies, compiling online geodatabases, and creating tools for analyzing remote sensing data.

RELEVANT EXPERIENCE

Regional Sediment Management, Nationwide

Dr. Robertson is currently Project Manager of an online GIS database developed for USACE's Regional Sediment Management (RSM) program. RSM placement is quantified (beneficial use vs. disposal) under multiple categories. Tools were developed to improve use of sediments and identify RSM opportunities to compare sediment characteristics of channel and beach disposal areas. These tools were written to ingest USACE nationwide and District data, identify and standardize project names, assign disposal codes and quantify sediment placement metrics.

LiDAR Elevation Change Analysis, Gulf of Mexico and East US Coastline

Dr. Robertson was Project Manager for a Florida Gulf of Mexico to Maine LiDAR elevation change analysis for USACE's Joint Airborne LIDAR Bathymetry Technical Center of Expertise (JALBTCX). The project quantified coastal change from more than 2,000 LiDAR data sets on 3,290 km of Gulf of Mexico and east US coastline utilizing a grid-based approach to measure shoreline and volume differences within GIS using a custom Python-coded system. Volume change was quantified by bins along the coastline and summarized in terms of the total positive, negative, net and normalized volume change. The final products were a geodatabase that contained the extracted metrics along with the series of tools that executed the quantifications to enable further scientific and engineering research.

Delray Beach, Florida

Dr. Robertson generated bathymetric DEMs from existing LiDAR and bathymetry data sets for input into morphologic models, to determine locations of previous dredging, and aid in planning future nourishment projects. He collected, processed and displayed high-resolution multi-beam data to detect the edge and height of reefs. Dr. Robertson has

Education

Doctor of Philosophy, Geosciences, Florida International University, Miami, Florida, 2007

Certificate, Geographic Information Systems, Florida International University, Miami, Florida, 2004

Master of Science, Geology, Florida International University, Miami, Florida, 2002

Bachelor of Arts, Geology, Skidmore College, Miami, Florida, 1997

Highlights

Over 20 years of project management, GIS, sand search, remote sensing and conventional survey experience.

Registrations/Certifications

Professional Geologist, NY, 1213

Geographic Information Systems Professional, Nationwide, 45100

Certified Climate Change Professional (CC-P)

Professional Affiliations

Member, American Geophysical Union

Member, American Shore & Beach Preservation (ASBPA)

Member, Florida Shore and Beach Preservation Association (FSBPA)

Member, American Society for Photogrammetry & Remote Sensing

Member, Coastal Education & Research Foundation

Member, Surfrider Foundation

Employment History

CPE 2019 – Present

APTIM 2007 – 2019

International Hurricane Research Center 1999 – 2007

Woods Hole Oceanographic Institution 1997 – 1999

supervised the 2019 geophysical and geotechnical borrow area data collection, along with the forthcoming 2019 borrow area permitting and design.

Broward County, Florida
Dr. Robertson managed the 2008 LiDAR bathymetric data collection offshore of Broward County. More than 13 million points were used to generate a DEM illustrating the offshore geomorphic and benthic features. Bottom reflectance data were converted to grids that identified variations in sea bottom characteristics that aided benthic habitat classification.

Panama City Beach, Florida
Dr. Robertson has participated in multiple projects for Panama City beaches. The most recent project involved utilizing existing LiDAR data to generate DEMs and contours of the beach and surrounding dunes. This required application of various types of custom filters to ensure that the beach morphology was preserved while non ground objects were removed. The bare earth contours were used to help design locations for dune planting and fence installation. Other projects include geophysical and geotechnical data collection, analysis, borrow area design and reporting.

Climate Change, Sea Level Rise, SLOSH and Saltwater Intrusion, MA, CT, VA, MS
Dr. Robertson was project manager of multiple SLOSH modeling projects that addressed predicted climate conditions for the EPA. Multiple sea level rise scenarios, pressure gradients, wind radii, hurricane speeds and directions generated more than 6,500 SLOSH model runs. The results were combined to generate maximum of maximums (MOMs) and differenced from LiDAR derived DEMs. Developed the methodology and supervised the historical analysis and modeling, organized and attended client meetings and co-authored the final report. Potential effects of sea level rise and increased storm activity on the salinity distribution and its effect on surrounding aquifers were evaluated using HECRAS.

Southwest Florida ROSSI Borrow Area Update, Florida
Dr. Robertson was Project Manager for updating FDEP's Regional Offshore Sand Source Inventory (ROSSI) database for southwest Florida. Assessed the sediment needs for several counties in southwest Florida. Historic bathymetric, seismic and geotechnical data were evaluated and used to identify offshore sand sources that meet predetermined sediment characteristics. Sediment sources were assigned categories and volumes for each source were calculated.

Fire Island Renourishment Project, New York
Dr. Robertson was on-site Project Manager and helped develop a strategy for the beach restoration of the 6 affected communities in 2009 and the expansion of the project to five other neighboring communities, to achieve improved project performance, and maximize FEMA participation. Construction for the eleven-community project began on January 27, 2009. The 2009 project renourished four reaches of Fire Island, which encompassed over 26,000 linear feet of shoreline, with a renourishment volume of 1.8 million cubic yards. The 2009 project successfully brought 11 communities together in order to achieve one common goal of restoring the shoreline of Fire Island. Other than the FEMA storm aid, the communities' projects were privately funded to provide beach protection until the larger Federal project can be approved and implemented. Each Fire Island project required beach and bathymetric surveys to support design, permitting and monitoring all conducted or managed by APTIM.

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CHRIS BARNES, RLA Studio Director / NOLA

Chris Barnes, RLA, is Studio Director of SCAPE's New Orleans office. He brings a strong interest in the social dynamics of landscapes and believes in their power to bring people of all backgrounds together while simultaneously providing ecological benefits. With a wide range of experience, Chris brings to each project an ability to integrate regional ecologies, local community interests and resilient design strategies to develop concise solutions for complex sites.

Chris holds a Bachelor's in Landscape Architecture from Louisiana State University (LSU), where he received the LSU Director's Award, the LSU Design Excellence Award and an ASLA Student Honor Award.

REGISTRATION

Landscape Architect: NY, LA, AR
CLARB Certified, 2012-2018

PRACTICE

SCAPE Landscape Architecture D.P.C., New York, NY, 2013-Present
- Chattahoochee River Greenway Study, Atlanta Metro Region, GA
- Airline Highway Park, Baton Rouge, LA
- Perth Amboy 2nd Street Park, Perth Amboy, NJ
- Climate Resiliency Design Guidelines, Department of Design and Construction, New York, NY
- McCoys Creek Recreation and Restoration Plan, Jacksonville, FL
- Arkansas Museum of Fine Arts Little Rock, AR
- Brooklyn Cultural District Apartments, New York, NY
- First Avenue Water Plaza, New York, NY
- Blake Hobbs Play-za, New York, NY
- New York Presbyterian & Columbia University Medical Campus Joint Master Plan, New York, NY
- Red Hoek Point, Brooklyn, NY
- Brooklyn Waterfront Greenway, Brooklyn, NY

Thomas Balsley Associates New York, NY / Project Manager / Designer, 2011-2013
- Sheikh Khalifa Medical City, Abu Dhabi, UAE
- Data Center and Office Complex (Client Confidential), Mexico City, Mexico
- 3732 Faria Lima, São Paulo, Brazil
- Consumer Finance Protection Bureau Headquarters, Washington, DC

Ecoland Beijing, China / Designer, 2009-2010
- Galaxy SOHO (Chaoyangmen SOHO), Beijing, China
- Zhuowu Qing Community Center Phase 1, Tianjin, China

Landworks Studio, Boston, MA, 2008

Spackman Mossop + Michaels, New Orleans, LA, 2008

EDUCATION

Louisiana State University, Baton Rouge, LA
Bachelor of Landscape Architecture, 2009

AWARDS

L.S.U. Director's Award, LSU, 2007
National ASLA Student Honor Award
- "Bayou Bienvenue: An Inherent Opportunity," LSU, 2008

L.S.U. Design Excellence Award. LSU, 2009
Essay selected for IFLA Conference, Suzhou, China
- "Chinese Garden Acre Park for Shanghai 2010 Expo (Acre Park)", 2010

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PIPPA BRASHEAR, RLA Resilience Principal

Pippa Brashear is Resilience Principal at SCAPE. A leading national expert on resilience planning and design for climate adaptation, Pippa works with multi-disciplinary teams to develop landscape strategies and next-century infrastructure that integrate environmental, economic and social benefits. She leads both planning and built work teams within the firm, bringing an ecological and people-driven approach to SCAPE's projects—informed by systems thinking; an understanding of natural and nature-based systems; engineering methods; and social and environmental equity.

Pippa holds a Master's in Landscape Architecture and Master's in Urban Planning with Distinction from the Graduate School of Design (GSD) at Harvard University. She also holds a Bachelor's of Arts, cum laude, in Environmental Science and Public Policy from Harvard College.

REGISTRATION

Landscape Architect: NY

PRACTICE

SCAPE Landscape Architecture D.P.C., New York, NY, 2015-Present
- The Financial District and Seaport Climate Resilience Master Plan, New York, NY
- Climate Ready Dorchester, Boston, MA
- Resilient Boston Harbor Vision, Boston, MA
- Ohio Creek Watershed Resilience Park, Norfolk, VA
- Living Breakwaters, Staten Island, NY
- Public Sediment: Resilient By Design Challenge, Bay Area, CA
- Hayward Regional Shoreline Adaptation Master Plan, Hayward, CA
- Measuring Success: Monitoring Natural and Nature Based Shorelines in New York State, NY
- CSO+: New Jersey Future, Glouchester, Jersey City, Perth Amboy, NJ
- National Disaster Resilience Competition, Facilitator & Subject Matter Expert, USA
- Hudson River RBD Feasibility Study, Hoboken, NJ
- Stormwater Greenstreets, Hutchinson River DEP Priority CSO Tributary Area, Bronx, NY
- Living Breakwaters, Rebuild by Design Competition, HUD, NJ/NY Metropolitan Region (Winner)

Parsons Brinckerhoff, New York, NY / Project Manager, Designer, Planner, 2012-2015
- New York Rising, Resiliency Planning for Seven Communities in New York City, NY
- SIRR Coastal Protection Planning, New York, NY
- Downtown Crossing Route 34 Reconstruction Project, New Haven, CT
- Nassau County Infill Redevelopment Feasibility Study, Nassau County, NY

Spatial Information Design Lab, Columbia University, New York, NY / Designer, 2012

Project for Public Spaces, New York, NY / Project Manager, Designer, 2010-2012

Wallace Roberts & Todd, New York, NY / Designer, Planner, 2007-2010

EDUCATION

Harvard University Graduate School of Design, Cambridge, MA
- Master in Landscape Architecture
- Master in Urban Planning with Distinction

Harvard College, Cambridge, MA
- Bachelor of Arts, cum laude, in Environmental Science and Public Policy

AWARDS

Charles Eliot Traveling Fellowship in Landscape Architecture, Harvard GSD, 2007

ACADEMIC

Studio Critic, Masters in Urban Design, Columbia University GSAPP, 2014-2019

Part-time Lecturer in Landscape Architecture, Rutgers University School of Environmental and Biological Sciences, 2011 - 2014

ORGANIZATIONS

American Society of Landscape Architects (ASLA), Member
American Planning Association (APA), Member
Member of the selection committee for National Cooperative Highway Research Program, 2011
Project 20-05; Topic 42-11: Local Policies & Practices that Support Safe Pedestrian Environments

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LIZ CAMUTI, RLA Senior Designer

Liz Camuti is a Senior Designer at SCAPE. Influenced by her experiences living in Louisiana, her work has centered around designing responsive forms of infrastructure in rapidly changing environments—with a focus on climate adaptation and resilience planning projects across the U.S.

Liz holds a Master's in Landscape Architecture from the University of Virginia, where she received an ASLA Certificate of Honor, was named an Olmsted Scholar and continued research through the Landscape Architecture Foundation's (LAF) Fellowship for Innovation and Leadership. She also holds a Bachelor's in International Agriculture and Rural Development from Cornell University.

PRACTICE

SCAPE Landscape Architecture D.P.C., New York, NY / 2018 – Present
- Louisiana Coastal Protection Restoration Authority Master Plan, New Orleans, LA
- Financial District and Seaport Climate Resilience Master Plan, New York, NY
- Airline Highway Park, Baton Rouge, LA
- Chattahoochee Greenway Study, Atlanta Metro Region, GA
- Pensacola Waterfront Framework Plan, Pensacola, FL

Asakura Robinson, New Orleans, LA | Landscape Designer / 2018
- Gentilly Resilience District: St. Anthony Green Streets, New Orleans, LA

Andrea Cochran Landscape Architecture, San Francisco, CA | Design Extern / 2018

Michael Van Valkenburgh Associates, Brooklyn, NY | Design Intern / 2017
- Barack Obama Presidential Center, Chicago, IL
- University of Toronto Masterplan, Toronto, ON

Spackman Mossop + Michaels, New Orleans, LA | Landscape Designer / 2016

The American Society of Landscape Architects, Washington, D.C. | Communications Intern / 2015-2016

EDUCATION

University of Virginia, Charlottesville, VA
- Master of Landscape Architecture / 2018

Louisiana State University, Baton Rouge, LA
- Master of Landscape Architecture, Transfer to University of Virginia / 2018

Cornell University, Ithaca, NY
- Bachelor of Science in International Agriculture + Rural Development, Minor in Urban Planning / 2014

AWARDS

Olmsted Scholar, National Winner, Landscape Architecture Foundation / 2018
ASLA Student Honor Award, American Society of Landscape Architects, Virginia Chapter / 2018
All-University Graduate Teaching Award Nominee, University of Virginia / 2018
Benjamin C. Howland Travelling Fellowship, UVA School of Architecture / 2018
Mellon Colloquium Award, Dumbarton Oaks / 2017

ACADEMIC

Guest Lecturer, 2nd Year Undergraduate Architecture Studio
- Tulane University School of Architecture / 2018

Research + Teaching Assistant
- UVA School of Architecture / 2016-2018

Research + Teaching Assistant
- LSU RRSLA + Coastal Sustainability Studio / 2014-2015

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JOHN DONNELLY, RLA Technical Principal

John Donnelly, RLA, is Technical Principal at SCAPE. He leads the management, documentation and construction of the studio's major built work projects across the U.S. In more than 16 years of professional practice, John's work has included the design, documentation and construction of award-winning urban parks; streetscapes; cultural and educational campuses; mixed-use developments master plans; recreational trails and a variety of on-structure landscapes.

As the lead for SCAPE's Technical Team, he works across the practice to ensure design and technical excellence through an integrated and collaborative process of quality assurance, quality control and peer review. John ensures that all SCAPE projects are developed with a sound technical underpinning from the earliest project phases to documentation and construction.

John holds a Bachelor's in Environmental Planning and Design and a Bachelor's in Psychology from Rutgers University.

REGISTRATION
Landscape Architect: NY, CA, AR, TN, MI, FL
CLARB Certified

CERTIFICATION
Green Infrastructure, Pratt Institute, 2013

PRACTICE
SCAPE Landscape Architecture D.P.C., New York, NY, 2013-present
China Basin Park, San Francisco, CA
Tom Lee Park, Memphis, TN
Arkansas Arts Center, Little Rock, AR
Stapleton Waterfront Park, Staten Island, NY
Amazon HQ2: PenPlace, Arlington, VA
Newtown Creek, Brooklyn & Queens, NY
McCoy's Creek Recreation and Restoration Plan, Jacksonville, FL
Borinqueneer Park, Perth Amboy, NJ
Spelman College, Atlanta, GA
1 Huron Street, Brooklyn, NY
Cold Spring Residence, NY
Arlo Wynwood, Miami, FL
Grosvenor Union Market, Washington, D.C.
200 Park Avenue, NY, New York
Ohio Creek Watershed Project Design and Implementation, Norfolk, VA
Dwight Englewood Middle School, Englewood, NJ
New York Presbyterian & Columbia University Medical Campus Joint Master Plan, New York
First Avenue Water Plaza, New York, NY
Be'er Sheva Quarry Park, Be'er Sheva, Israel
Town Branch Commons, Lexington, KY
172 Madison Ave, New York, NY
Journal Square, Jersey City, NJ
Marble Collegiate Church Office Building, New York, NY, 2017
Greenpoint Environmental Education Center, Brooklyn, NY, 2015-present
161 West Street: The Cove, Brooklyn, NY
Midtown Center Plaza, Washington, DC
Paragon Paint Intertidal Plaza, New York, NY
Lucas Museum of Narrative Art Landscape, Chicago, IL
The White Residence Landscape Masterplan, Aurora, NY
Water Works Park, Minneapolis, MN
Buffalo Outer Harbor Master Plan, Buffalo, NY
Tia'nan Cyber Park, Longgang, Shenzhen, China
New York Coastal Green Infrastructure Initiative, New York, NY

Cove-Co Habitat, Long Island, NY

Thomas Balsley Associates New York, NY / Project Manager, Designer, 2008-2013
Hunters Point South Waterfront Park, Queens, NY
Heritage Field Park at Yankee Stadium, Bronx, NY
Ferry Point Community Park, Golf Course, and Waterfront Park Bronx, NY
University of Albany Master Plan and Open Space Improvements, Albany, NY
SkyPark, Mexico City, Mexico
Yongsan Tower, Seoul South Korea

Melillo+Bauer Associates Manasquan, NJ / Project Manager, Designer, 2005-2008

EDUCATION

Rutgers University, New Brunswick, NJ
Bachelor of Arts, Environmental Planning and Design, 2005
Bachelor of Arts, Psychology, 2005

SERVICE

Gowanus Canal Conservancy Committee Member / Project Coordinator, 2010-Present
Active participant in volunteer committee; leads volunteer efforts and establishes research initiatives. Projects include floating garden trials, low-altitude aerial mapping documentation, stewardship, garden installation and other constructions.

LECTURES

Invited lectures and guest critic/studio review at Cornell University, SUNY ESF, Rutgers University, Pratt University, University of Minnesota, and University at Buffalo

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ANNA HOCHHALTER, RLA Associate

Anna Hochhalter, RLA, is an Associate at SCAPE. She works with clients across the U.S. to create more resilient and meaningful public spaces and ecological systems. With a wide-ranging background in municipal arts and sustainability planning, water management and environmental stewardship, she leads design teams for design and planning initiatives of all scales, with a particular interest in leveraging water for high-performance public spaces.

Anna holds a Master's of Landscape Architecture from University of Illinois at Urbana-Champaign and a Bachelor's of Science with distinction in Environmental Studies from Northland College.

REGISTRATION

New York: Licensed and Registered Landscape Architect

PRACTICE

SCAPE Landscape Architecture D.P.C., New York, NY | Associate / 2021-Present

AECOM, NYC Landscape Architecture and Urban Design Studio, Brooklyn, NY | Associate, Designer 2016-2021
- Rebuild by Design Meadowlands, New Jersey Department of Environmental Protection, Bergen County, NJ
- Nassau Expressway Operational & Resiliency Improvements, New York State Department of Transportation, Nassau County, NY
- Green Infrastructure Management Solutions at Holland and Lincoln Tunnels; New York and New Jersey Port Authority, Weehawken/Jersey City, NJ
- Waterway Infrastructure Community Engagement, New York Power Authority, Western, NY
- Northern Avenue Bridge, City of Boston, Boston, MA
- Southwest Brooklyn Framework, AECOM Cities Program, Brooklyn, NY

AECOM, Chicago, IL | Designer / 2013-2016
- Increasing Financial Support for Green Infrastructure; Natural Resources Defense Council; Chicago, IL
- Public Art Streetscape Aesthetic Plan, City of El Paso, El Paso, TX
- West Lake Corridor Wetland Delineation, Northern Indiana Commuter Transportation District, Cook County, IL and Lake County, IN
- Chicago West Side Resiliency Planning, City of Chicago, Chicago, IL
- Wetland Mitigation Feasibility Analysis and Design, Rochester Gas and Electric, Monroe County, NY
- Ottawa Wetland Restoration, US Army Corps of Engineers, Ottawa, OH
- Central Loop Bus Rapid Transit, Chicago Department of Transportation, Chicago, IL
- Headlands Observatory Facility & Site, Emmet County, Petoskey, MI
- South Milwaukee Shoreline Park, City of South Milwaukee, South Milwaukee, WI
- Year Five Wetland Monitoring, Univision Radio, Calumet Park, IL
- Lyons Levee Wetland Delineation/Tree Survey, Metropolitan Water Reclamation District of Greater Chicago, Lyons, IL

City of Urbana, Urbana, IL | Public Arts Coordinator and Community Development Associate / 2006-2011
- Urbana Sustainability Initiative and Urbana Climate Action Plan
- Urbana Public Arts Program and Percent for Art Program

Urbana Park District, Urbana, IL | Environmental Program Leader at Anita Purves Nature Center / 2007-2008

Sigurd Olson Environmental Institute, Ashland, WI | Land Stewardship Services Coordinator / 2004-2006

EDUCATION

University of Illinois at Urbana-Champaign, Urbana, Illinois
Master of Landscape Architecture, 2013
Northland College, Ashland, Wisconsin
Bachelor of Science, Environmental Studies, Art and Sustainability, 2006

AWARDS

Merit Award, ASLA-NY Design Awards for Southwest Brooklyn (with AECOM), 2017
Outstanding MLA Award, American Society of Landscape Architects Illinois Chapter, 2013

Honorable Mention, Detroit by Design 2012 Riverfront Design Competition, American Institute of Architects, Detroit Chapter, 2012
ACE Advocacy Award, 40 North|88 West, Champaign County Arts, Culture and Entertainment Council, 2010
Sigurd Olson Fellow, Sigurd Olson Environmental Institute and Northland College, 2005

ACADEMIC

Invited Juror, University of Illinois, Department of Landscape Architecture, Urbana, IL 2020—2021
Teaching Assistant, University of Illinois, Department of Landscape Architecture, Urbana, IL 2011—2013
Green Infrastructure Research Assistant, University of Illinois, Dept. of Landscape Architecture, Urbana, IL 2010—2011

AFFILIATIONS

Present: Associate member, American Society of Landscape Architects - NY Chapter, 2018
Volunteer, Gowanus Canal Conservancy, 2019—2019
Board of Directors, Illinois Green Business Association, 2009—2011
Board of Directors, 40 North|88 West, Champaign County Arts, Culture and Entertainment Council, 2007—2011

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KATE ORFF, RLA, FASLA Founder and Principal

Kate Orff, RLA, FASLA, is the Founding Principal of SCAPE. She focuses on retooling the practice of landscape architecture relative to the uncertainty of climate change and creating spaces to foster social life, which she has explored through publications, activism, research and projects. She is known for leading complex, creative and collaborative work processes that advance broad environmental and social prerogatives. In 2019, Kate was elevated to the American Society of Landscape Architects (ASLA) Council of Fellows—one of the highest honors bestowed on landscape architects practicing in the U.S. She currently sits on the Commission on Accelerating Climate Action for the American Academy of Arts & Sciences.

Kate was awarded the prestigious MacArthur Foundation Fellowship in 2017, the first given in the field of landscape architecture. In 2019, she accepted a National Design Award from the Cooper Hewitt, National Design Museum, on behalf of SCAPE, and was named a Hero of the Harbor by the Waterfront Alliance. She was a 2012 United States Artist Fellow, dubbed an Elle Magazine "Planet Fixer," and has been profiled and interviewed extensively for publications including The New Yorker, The New York Times, The Washington Post, The Economist, National Geographic and more.

Kate graduated with a Bachelor's in Political and Social Thought from the University of Virginia with Distinction and earned a Master's in Landscape Architecture from the Graduate School of Design (GSD) at Harvard University. She is also the Director of the Urban Design Program, Co-Director of the Center for Resilient Cities and Landscapes (CRCL), and Professor at Columbia University's Graduate School of Architecture, Planning and Preservation (GSAPP).

REGISTRATION

Landscape Architect, NY, CT, MA, NJ, PA, KY, SC, MN, KY, AR, VA, DC
CLARB Certified, 2005-present

PRACTICE

SCAPE Landscape Architecture D.P.C., New York, NY / Founder and Principal, 2004 - Present
- China Basin Park, San Francisco, CA
- Tom Lee Park, Memphis, TN
- Rio Seco Linear Resiliency Park, El Alto, Bolivia
- Blake Hobbs Play-Za, New York, NY
- PAVE Academy Playscape, New York, NY
- 103rd Street Community Garden, New
- Ecological Citizens, Venice Architecture Biennale
- Arkansas Museum of Fine Arts, Little Rock, AR
- Town Branch Commons, Lexington, KY
- Red Hoek Point, Brooklyn, NY
- NYC SIRR Coastal Protection Plan, New York, NY
- Living Breakwaters Rebuild by Design Competition, NY/NJ Metropolitan Region (Winner)
- Oyster-tecture, Gowanus Bay Pilot Project, Brooklyn, NY
- Safari 7 Exhibition, Studio-X, New York, NY

EDUCATION

Harvard University, Graduate School of Design, Cambridge, MA
Master of Landscape Architecture
The University of Virginia. College of Arts and Sciences, Charlottesville, VA
Bachelor of Arts in Political and Social Thought with Distinction

BOARD AND ADVISORY ROLES

Advisor, Urban Ocean Lab
Member, Commission on Accelerating Climate Action, American Academy of Arts & Sciences
Contributor, Committee on Infrastructure, Climate & Sustainability, NYC Mayoral Transition Team for Eric Adams

LECTURES

Waterfront Conference, Waterfront Alliance, May 2021; "New Now Next: Kate Orff," Irish Architecture Foundation, May 2021; "Design Across Scales: Design as a Humanist Discipline," MIT School Of Architecture + Planning, Spring 2021; Timothy Egan Lenahan Memorial Lecture, Yale School of Architecture, April 2021; Landscape Seminar Series: David Skinner Memorial Lecture, Edinburgh School of Architecture and Landscape Architecture, April 2021; Architecture Lecture Series: Kate Orff, Tulane

University, March 2021; “Toward an Urban Ecology”, Texas A&M University, March 2021; “The 6th Annual Urban Design Storytelling Symposium: Narrative Change for the Green New Deal,” Columbia GSAPP, March 2021; The Nature of Cities Festival, March 2021; “Tidal Communities,” Columbia GSAPP, February 2021; “Scales of Water,” Knowledge Center for Watershed and Stream Management, February 2021; “Our Fair City Virtual Conversation: In Between,” Museum of the City of New York, January 2021; “All We Can Save: Truth, Courage, and Solutions for the Climate Crisis,” Columbia GSAPP, January 2021; University of Maryland Center for Environmental Science, November 2020; “Everyday Ecologies,” The Bernard and Anne Spitzer School of Architecture at the City College of New York, October 2020; “A Green Way Forward,” Rebuild by Design, October 2020; Lecture at UM Taubman College, October 2020; “Activ-ISM,” University of Pennsylvania Weitzman School of Design, October 2020; “Resiliency and Climate Adaptation,” Exhibit Columbus New Middles Symposium, September 2020; “Conservation & Sustainability: Our Future Coast (with Tegan Wendland),” Washington Post Live, August 2020; “Trust by Design,” Design Trust for Public Space, July 2020; “Mission-Driven Practice,” ASLA Conference on Landscape Architecture, November 2019; “Un-making the Landscape,” The Architectural League of New York, October 2019; “Workshopping the Green New Deal,” University of Pennsylvania, McHarg Center, September 2019; US Senator Sheldon Whitehouse / 9th Annual Rhode Island Energy, Environment, and Oceans Leaders Day, 2018; Longwood Gardens’ Designing Water Symposium, 2018; Aspen Ideas Festival, 2018; Park Pride, Atlanta, 2018; Isabella Stewart Gardner Museum, 2017; Buckminster Fuller Institute, 2017; Israel Landscape Architecture Conference, 2017; Ninth International Biennale of Landscape Architecture, Barcelona, 2016; ASLA Annual Conference, New Orleans, 2016; The 2010 International TED Women Conference

AWARDS

Urbanist of the Year, *The Architect’s Newspaper,* 2020; ASLA Council of Fellows, 2019; National Design Award, Cooper Hewitt, Smithsonian Design Museum, 2019; Waterfront Alliance, Hero of the Harbor, 2019; ASLA-NY Honor Awards, Public Sediment for Alameda Creek and First Avenue Water Plaza, 2019; ASLA-NY Merit Award, Madison Avenue Plaza, 2019; ASLA-NY Merit Award, New York-Presbyterian & Columbia University Medical Campus Joint Master Plan, 2018; ASLA-NY Honor Awards, Hall of Science Discovery Terrace and Gowanus Lowlands, 2018; MacArthur Fellow, 2017; National ASLA Honor Award, Toward An Urban Ecology, 2017; American Academy of Arts and Letters Award in Architecture, 2015; Buckminster Fuller Challenge Winner, 2014; HUD Rebuild by Design Winner, 2014; Named One of Fast Company’s “Most Creative People,” 2014; National Academician, 2013; USA Artist Fellow, 2012; Architectural League of New York “Emerging Voice,” 2012; MoMA Rising Currents Team Leader, 2010

PUBLICATIONS

Author of Toward An Urban Ecology (The Monacelli Press, 2016).
Co-Author of Petrochemical America (Aperture, 2012).
Co-editor of Gateway: Visions for an Urban National Park (Princeton, 2011).

William "Bill" Bohn
Engineer and GIS Analyst

EXPERIENCE SUMMARY

Mr. Bohn has more than twenty years experience in climate change impact assessment, adaptation planning, modeling, hazard mitigation planning, emergency response, disaster management capacity building and training, and geographic information systems (GIS). He has provided support to numerous local and state governments, private sector clients, federal and international clients including FEMA, NOAA, EPA, USAID, World Bank, IDB, MCC and DoD.

RELEVANT EXPERIENCE

Climate Risk Assessment and Climate Change Adaptation Lead; Sea Level Rise, Coastal Flooding, and Hurricane Assessments; Key West and Miami, Florida; Private Client. Mr. Bohn supported a private client with conducting a sea-level rise, coasal flooding, and surge loss analysis using Hazus and other models for three hotels in Key West and Miami, Florida. Current and future conditions were assessed and adaptation strategies were identified.

Risk Assessment Lead, Sea-Level Rise Vulnerability and Adaptation Report, Hawaii Department of Land and Natural Resources (DLNR). As a subcontractor, Mr. Bohn led the Sobis effort in the development of the Sea Level Rise Vulnerability Assessment and Adaptation Report completed in 2018 for the State of Hawaii. The support included: Modeling future flood conditions, integrating coastal erosion estimates developed by the University of Hawaii into the flood conditions, integrating sea-level rise scenarios into future 1% annual chance flood conditions, integrating sea-level rise scenarios into future nuisance flooding conditions, using Hazus to estimate the impacts of future flooding on existing and future buildings at the building site level, evaluating the vulnerable populations who may be impacted by sea-level rise, and identifying coastal adaptation strategies.

Risk Assessment Lead, Impacts of Climate Change on Public Health in Rhode Island (Rhode Island Department of Health, Climate Change Program). Under the SafeWater RI contract, Mr. Bohn received a task order to conduct two studies on potential climate change impacts on public health in Rhode Island to support a grant from the Centers for Disease Control (CDC). Mr. Bohn supported the future conditions scenario development for the impact assessment in the first study, Future Social and Economic Loss from Weather Events and Sea Level Rise, which provided an assessment of the predicted impacts on life, health, safety, and the economy of Rhode Island; such as loss of homes and buildings and population displacement.

Project Manager, Resilience Plan, Albemarle County. Mr. Bohn is currently supporting Albemarle County, Virginia with their Resilience Plan which focuses on current and future natural hazards exacerbated by climate change. It also includes a social vulnerability task to identify current and future populations of elderly, non-English speaking, low income, and people of color. Outreach includes identifying vulnerable populations and integrating their feedback into the conversation and the planning process.

EDUCATION

M.S., Geographic and Cartographic Sciences, George Mason University, Fairfax, 2006

B.S., Aerospace and Ocean Engineering, Virginia Tech, Blacksburg, 1999

AREAS OF EXPERTISE

Climate Change Adaptation
GIS
Hazard Risk Assessment
Hazard Mitigation Planning

KEY TRAINING/ CERTIFICATIONS

FEMA Building Design for Homeland Security
FEMA Basic and Advanced HAZUS-MH Training
FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Training
FEMA IS-00100 Introduction to the Incident Command System
FEMA IS-00120.An Introduction to Exercises
FEMA IS-00130 Exercise Evaluation and Improvement Planning
FEMA IS-00230 Principles of Emergency Management

OFFICE

Lynchburg, VA

YEARS OF EXPERIENCE

21

Climate Change Impact Specialist, Integrating Natural Infrastructure into Urban Coastal Resilience, Nature Conservancy (New York). Mr. Bohn supported the Nature Conservancy in Howard Beach, New York as a subcontractor to CH2MHill by quantifying the impacts of sea-level rise and coastal flooding on the community. Several scenarios were identified involving doing nothing, using only green infrastructure methods, using only gray infrastructure methods, and using a combination of gray and green infrastructure methods. Impact assessment tools including Hazus were used to identify the loss avoided for each scenario. The difference between the scenario loss and the baseline loss were used to generate the benefit in the benefit cost analysis. The report is provided here: **https://www.nature.org/media/newyork/howard-beach-report-12-23-2013.pdf**

Technical Specialist, Risk MAP Production and Technical Services (PTS), FEMA. Mr. Bohn currently supports FEMA's National Hazard Risk Assessment Program (NHRAP). In this position, he helps develop risk assessment course material, updates technical manuals, and provides ad hoc technical assistance to FEMA headquarters and the regions. Under this contract, he developed the Advanced Hazus course taught at the Emergency Management Institute (EMI). Mr. Bohn also helped develop FEMA's community resilience and risk index tool and website: https://hazards.fema.gov/nri/community-resilience.

Facilitator and Technical Consultant, Flood Resilience Workshop, USEPA Smart Growth. Supported EPA with developing a one day workshop on flood resilience for five U.S. communities. The workshop focuses on reducing damage in vulnerable areas, building in safer areas, integrating community plans, and implementing stormwater management, among others. Mr. Bohn led the workshop facilitation and community report for Mobile, Alabama; New Paltz, New York; Scituate, Massachusettes; and Newburyport, Massachusettes.

Course Developer and Trainer, Coastal Climate Change Adaptation Frameworks and Supporting Programs, NOAA. Mr. Bohn supported NOAA with the development of a climate change adaptation course for coastal communities. The course involves developing modules on climate science, governance, climate communication, climate risk assessment, and adaptation planning and implementation. He led the climate change risk assessment module and the intro to climate change module. He supported the modules on climate science and adaptation planning. He recently taught the class at the University of Rhode Island to federal and state government agencies, non-profit organizations, and university employees.

Climate Change Data and Risk Assessment Methodologies for the Caribbean, Inter-American Development Bank (IDB), 2013-2014. Lead risk assessment specialist for a climate change risk assessment for the IDB. The IDB has identified the need to search for effective sustainable development and environmental management practices, particularly against the backdrop of climate change. Tetra Tech is assisting the IDB's Environmental Safeguards Unit to guide the Bank's development financing and to assist its borrowers to reduce risks from climate change. Tetra Tech developed a climate change risk assessment process for the IDB to evaluate new and existing coastal infrastructure, industrial and tourism projects in the Caribbean region. Tetra Tech is currently working with the IDB to identify lessons learned and refine of process for identification of hazard mitigation/adaptation strategies, as well as monitor and evaluate their effectiveness.

Climate Risk Assessment and Risk Management in Support of Resilient Investment Decisions, Inter-American Development Bank (IDB), 2014-2015. Supported the development of typical Terms of Reference for climate risk assessment projects, led the pilot study risk assessment for a hotel in Jamaica using the technical note developed for the climate change data and risk assessment methodologies contract, and supported a climate risk assessment workshop for internal IDB staff.

Disaster Risk Assessment and Disaster Risk Management Plan for the Caracol Industrial Park, Haiti, Inter-American Development Bank (IDB), 2015-2016. Led the risk assessment for this project which is considering coastal flooding, storm surge, hurricanes, seismic events, landslides, heat waves, coastal erosion, salt water intrusion, and wildfires among others. The risk assessment consist of a hazard analysis, exposure calculation, vulnerability analysis, and risk estimation for present and future conditions (factoring in climate change).

Tim Brink, P.E.
Senior Engineer and Software Developer

EXPERIENCE SUMMARY

Mr. Brink is a senior software developer and civil engineer with more than twenty years of experience in information systems, GIS, and water resources engineering and modeling using EPA-SWMM, AdICPR, HEC-1 and HEC-2, HEC-RAS, HEC-HMS, KY-PIPE, and EPA NET. He has been involved in hazard risk assessment, climate risk assessment, watershed analyses, floodplain delineations, runoff method computations, hydraulic and hydrologic modeling and surface water systems design, and watershed and stormwater management plans. Mr. Brink has expertise in mobile application development, C# and ASP.Net programming, Java, C/C++, Objective C, Visual Basic 6, Visual Basic for Applications (VBA), Unified Modeling Language (UML) model development, and geographic information systems (GIS) development software (ArcObjects, ArcMap®, and ArcSDE). He has also developed tools and scripts that customize Hazus to perform automated study region creation and analysis, as well as data extraction and post-processing tools to sync Hazus with FEMA's Risk MAP products.

EDUCATION

B.S., Civil Engineering, Colorado State University

M.S., Civil Engineering, Colorado State University

AREAS OF EXPERTISE

Flood Modeling
Climate Adaptation
Application Development
Website Development
Software Development
Mobile Development
Dashboard Development
Process Automation
Database Management

OFFICE

Tampa Bay, Florida

YEARS OF EXPERIENCE

24

RELEVANT EXPERIENCE

Senior Developer, Hazus Script Development. Mr. Brink developed a flood depth grid script which takes FEMA National Flood Hazard Layer (NFHL) data – floodplain polygon and base flood elevations and converts it into a depth grid. This allows for easy import into Hazus. Mr. Brink also developed a program which takes parcel data and building footprints and converts them into a user-defined facility Hazus inventory input.

Senior Developer, Sea-Level Rise Vulnerability and Adaptation Report, Hawaii Department of Land and Natural Resources (DLNR). Mr. Brink developed a script for this project which would take parcel data and building footprint data and create a building layer in GIS with specific vulnerability data associated with it. This was used for every structure in the State and saved a great deal of time converting and manipulating data.

Senior Developer, Risk MAP Program Management, FEMA. Mr. Brink supported FEMA's Hazus Program as a subcontractor to Booz Allen Hamilton. In this position, he helped develop software to support Independent Varification and Validation (IV&V) testing for each new release of the Hazus risk assessment software. He also developed the defect tracking website to support the testing.

Senior Developer, MCA-Zambia, Lusaka Water Supply, Sanitation and Drainage (LWSSD) Project. Mr. Brink developed a software script to help collect field data and integrate it into the project database. His script allowed for the data to be quickly and efficiently collected in a standardized format.

Senior Developer, Watershed Analyst, Tampa, Florida. Mr. Brink served as a programmer on this project and developed in-house ESRI ArcGIS extension for GIS-based watershed modeling to support

Federal Emergency Management Agency (FEMA) study projects. The extension allows for complete GIS-based preparation of input files for SWMM or HEC-RAS/HMS, and GIS-based display of the results. Watershed Analyst provides the capability to perform a Zone A flood engineering analysis entirely automated from the ArcGIS environment. Capabilities include automated basin delineation, time of concentration calculations using TR-55, runoff coefficients, hydraulic analysis, floodplain generation, and graphic display such as profile plotting. The extension's software architecture is designed so that it can be easily extended to any water resource modeling task, and the development of calculators minimize the need for external engineering software. It is programmed with Microsoft C#, and C/C++.

Senior Developer, User-Defined Workflow Tool, South Florida Water Management District (SFWMD), South/Central Florida. Mr. Brink was the lead programmer to create a set of tools that allow the user to assemble unrelated tools into a workflow tree in an ArcMap Contents View. Different ArcMap commands, toolbox tools, data, and documents can be assembled together that were previously in different locations in the ArcMap user interface. As the user executes the parts of the workflow, the steps are logged for later review.

Lead Programmer, FloodMap Desktop, Tampa, Florida. Mr. Brink was the lead programmer on the ESRI ArcMap extension to support production of digital flood insurance rate map (DFIRM) data and panels. The software allows the creation of a MapMod DFIRM or Riskmap project database and tools to automate creation of letters of map revision (LOMR) and base flood elevations (BFE), and to import data from routine analytical services (RAS) models. Data may be imported and exported to different formats including the deliverable formats. Profiles can be created through the interface using custom digitizing tools and the data is then stored in a Rasplot database. A set of cross-section tools are also provided that automate the cutting of cross-sections from different digital terrain maps (DTM). (FloodMap Desktop is a product currently developed and maintained by Atkins North America)

Lead Programmer, FloodMap Mobile, Private Insurance Clients. Mr. Brink is the lead programmer to create a set of mobile applications on iOS, Android, Windows Phone and Blackberry devices. The application allows the user to determine flood risk and an insurance estimate for any location in the US. The mapping is performed by Geoserver along with the devices built in mapping components. (FloodMap Mobile is a mobile application offered by Atkins North America)

Lead Programmer, One-Click Risk, Private Insurance Clients. Mr. Brink was the lead programmer to create a set of Web services to generate a risk ranking for floods, earthquakes, landslides, tornadoes, and hurricanes. The system constructs gage equations from peak flows at U.S. Geological Survey (USGS) gages within the surrounding hydrologic unit code (HUC) basin, cuts cross-sections from the 10 m NED, generates and runs a HEC-RAS model, and delineates floodplains all automatically based on user-selected reaches. The Web interface is Adobe Flash programmed with Adobe Flex, and the Web services consist of a map generator and all the GIS-related functionality to support the modeling analysis. GIS output is compatible with ArcGIS software.

Programmer, Polk County Utilities, Web-Enabled GIS Asset Information System, Polk County Utilities, Polk County, Florida. As a programmer, Mr. Brink was responsible for developing extensions to ESRI ArcGIS for automated import of field data shape files to the GIS database, translation table import of CADD files to the GIS database, export of GIS data to WaterCAD, and export of GIS data to Hansen CMMS. The programming involved the creation of extensive ArcIMS Internet plotting capabilities for Utilities GIS, as well as automated database linking and searching capabilities.

Zachary Baccala, CFM, GISP
GIS Analyst

EXPERIENCE SUMMARY

Mr. Baccala is a senior geographic information systems (GIS) analyst with more than 10 years of experience leveraging geospatial technologies to manage and support clients, including the use of desktop, mobile and web applications. Mr. Baccala currently provides program management support for the Federal Emergency Management Agency (FEMA) and Independent Validation and Verification testing of FEMA's Hazus software, an ArcGIS extension used for producing natural hazard risk assessments. Mr. Baccala focuses on continual process improvement and optimization through various solutions that are designed for increasing efficiency while maintaining high levels of quality. He is an adept collaborator able to work with organizations of all sizes, including public and private agencies.

EDUCATION

B.S., Geography & Geosciences, Salisbury University

AREAS OF EXPERTISE

GIS
Training
Application Ideation
Data Management

KEY TRAINING/ CERTIFICATIONS

2010, FEMA Certified HAZUS-MH Trainer

2010, Esri Certified ArcGIS Desktop Associate 10 (Certification Number: V00E4B1K1FRE5ZMW)

2011, Certified Floodplain Manager (CFM), Association of State Floodplain Managers (ASFPM) (License No.US-11-05564)

OFFICE

Sykesville, MD

YEARS OF EXPERIENCE

13

RELEVANT EXPERIENCE

Technical Specialist, Risk MAP Program Management, FEMA. Mr. Baccala supported FEMA's Hazus Program as a subcontractor to Booz Allen Hamilton. In this position, he helped manage the Independent Verification and Validation (IV&V) testing for each new release of the Hazus risk assessment software. This includes developing the IV&V Test Plan, overseeing the IV&V Team, and writing the IV&V Test Results Report. He also supports program management tasks for the program including: developing the Hazus Strategic Plan, organizing the Hazus SharePoint site, facilitating the Hazus technical committees, reviewing courses, reviewing User and Technical Manuals, and developing a Rolling Action Item List showing the latest program metrics.

Instructor for the Emergency Management Institute. Mr. Baccala has been an instructor at EMI for the past four years where he has taught Hazus Basic, Hazus Flood, CDMS, and Floodplain Management.

GIS Analyst, Technical Support for EPA Stormwater Rulemaking. GIS Analyst for a study to quantify the economic benefits of nationwide implementation of green infrastructure (GI). The study investigates the flood losses avoided as a result of the proposed stormwater regulations over the period between 2020 and 2040. The project utilizes hydrologic and hydraulic modeling, loss estimation using FEMA's Hazus model, and future projections of economic activity and assets exposed to flood risk. The study determined that GI can have a significant impact on flood loss reduction when implemented on a watershed basis. Environmental Protection Agency Office of Water, Washington, DC. Mr. Baccala's role was to process the various GIS datasets needed for modeling and performing the Hazus analysis.

Developer, FloodMap Desktop10 Development. Flood Map Desktop10 (FMD10) is publicly available software that acts as an extension of ArcGIS allowing the creation of FEMA's regulatory and non-regulatory products. Mr. Baccala coordinated the entire development process of FMD10 working with mangers, clients and developers to create a product that is user friendly and provides the necessary tools to complete FEMA mapping projects. Mr. Baccala's understanding of the Hazus data structure and SQL database layout has enabled him to design tools specifically for populating the Flood Risk Database through entirely automated methods.

GIS Specialist, Hazus Average Annualized Loss Study for FEMA Regions I, V, VII, X for FEMA Risk MAP Program. This project was part of an effort to develop standardized flood loss estimates and increase awareness of potential flood losses on a nationwide basis. Deliverables for the 1,121 counties studied were individual Hazus-MH HPR files, summary tables for losses, and a report outlining the study procedures, issues and limitations. Mr. Baccala managed the analysis of more than 750 individual U.S. counties, completed on 10 machines, tied to a single SQL server repository. This effort included riverine and coastal counties and took more than three months to complete. Mr. Baccala coordinated the roll-up process of all the Hazus study regions for the contiguous United States, managing multiple SQL server installations and working closely with the Hazus developers to ensure all results were compiled.

GIS Analyst, Flood Map Production Coordination Contract, FEMA. Mr. Baccala served as lead and supporting GIS analyst for DFIRM (Digital Flood Insurance Rate Map) production for FEMA Region V. Responsibilities included base cartographic data collection, community data collection, data capture & editing, data merging, DFIRM database creation, preliminary DFIRM production, and final DFIRM delivery. He worked closely with the engineering staff to produce DFIRMs and flood hazard data, and served as study lead for Hancock County, IN; Bay County, MI; Chippewa County, Pine County and Todd County, MN. Mr. Baccala served as GIS analyst on the GPO process for completed studies in FEMA Region VII. Mr. Baccala served as GPO lead, making all necessary corrections to the final printed map panels, completing the DFRIM database, and submitting all mapping data to the FEMA map service center.

GIS Analyst, Hazus CDMS Update for FEMA Region 10. Project Lead and GIS Analyst for incorporating local parcel data into the Hazus MR5 inventory for Lewis, Yakima, Grays Harbor and Cowlitz Counties in Washington, and Multnomah, Lane and Jackson Counties in Oregon. Mr. Baccala coordinated with federal, state, and local stakeholders to obtain the necessary data required for a Level 2 Hazus inventory update. He coordinated staff within multiple offices to ensure the project was completed to the standards required by the FEMA Region 10 office. Mr. Baccala later updated the data for Hazus 2.1 in order for the Region to continue using the improved inventory with the newer version of Hazus.

GIS Specialist, Parcel Mapping for Multiple Counties on Maryland's Eastern Shore. As a GIS Analyst Mr. Baccala scanned paper tax maps and then georeferenced the files to align with aerial imagery. Following the georeferencing, the maps were digitized to create GIS Parcel polygons, which were joined with state Tax Assessor data and provided to communities and county governments on the Eastern Shore.

Zak Brohinsky
Planner

EXPERIENCE SUMMARY

Mr. Brohinsky has eight years experience supporting conservation and risk assessment projects. He recently taught at Plymouth State University developing and teaching undergraduate curriculum in GIS foundations with focus in applied land protection and environmental research projects. Before working for Sobis, he prepared baseline documents, maps and all spatial needs related to land conservation transactions, and maintained the geographic database for the Squam Watershed. For the last three years with Sobis, he has supported Hazus projects for the State of Hawaii and other locales. He has completed FEMA Hazus basic and advanced training.

RELEVANT EXPERIENCE

Technical Specialist, Risk MAP Production and Technical Services (PTS), FEMA. Mr. Brohinsky currently supports FEMA's National Hazard Risk Assessment Program (NHRAP) as a subcontractor to AECOM. In this position, he supported the development of risk assessment course material, updated technical manuals, and provided ad hoc technical assistance to FEMA headquarters and the regions.

GIS Specialist, Howard County Historic and Cultural Resource Study, VPC. Mr. Brohinsky currently supports VPC by working with the County GIS office to identify and obtain the GIS layers for historic and cultural resources in the County, in addition to the 100-year floodplain, and base map; conduct a preliminary analysis to identify which resources are located in the County's 100-year floodplain, to determine those resources most vulnerable to flooding; and performing a vulnerability assessment that will utilize the FEMA Depth Grids for Howard County to determine approximate inundation levels of historic properties located in the 100-year floodplain.

EDUCATION

M.S., Conservation Biology and Planning, University of Massachusetts-Amherst, 2011

B.S., Cultural Ecology and Sustainability, Plymouth State University, 2009

AREAS OF EXPERTISE

GIS

Hazard Risk Assessment

Climate Change Adaptation

Hazus

KEY TRAINING/ CERTIFICATIONS

FEMA Basic HAZUS-MH Training

FEMA Hazus Flood Training

OFFICE

Holderness, NH

YEARS OF EXPERIENCE

8

Hazus and GIS Specialist: Hawaii Climate Impact Analysis and Mapping, Hawai'i (2017), State of Hawai'i (subcontractor to Tetra Tech). Mr. Brohinsky provided support running the Hazus flood model for each of the five counties in the State. Coastal floodplains and flood depth grids were developed and used to identify present and future risk to the Hawai'i shoreline. For this project, he:

- Supported the assessment of climate change hazards, including sea level risk, coastal erosion, and coastal flooding for each of the five counties.
- Calculated economic losses, displaced population, business interruption losses, and permanent land loss for three climate change time horizons.
- Developed maps showing impacts for each county and each time horizon. These maps were eventually made public using a NOAA website.

Hazus and Risk Assessment Specialist: Strengthening Climate Change Risk Assessments of IDB Operations (2017 to 2018), IDB (subcontractor to Tetra Tech). Mr. Brohinsky provided support for

several IDB projects in Latin America and the Caribbean region concerning risk assessment using GIS and Hazus software. Earthquake, flood, hurricane, landslide, drought, and wildfire were evaluated.

- Supported development of DECIDER methodology focusing on the sections for hazard mitigation and climate change adaptation strategies.
- Loss estimation and vulnerability identification for projects in Haiti, Jamaica, Chili, and Mexico.
- Hazard data collection and mitigation project identification.
- Hazus adaption for international use.

Program Coordinator: Plymouth Area Renewable Energy Initiative (2011 to 2014)
Mr. Brohinsky organized and facilitated market energy efficiency workshops throughout New Hampshire on behalf of state utilities. He acted as a liaison between utilities to prioritize workshop locations.

Contractor: Support to GeoLink (2015)
Mr. Brohinsky prepared Baseline Documentation Reports (BDR) as part of land conservation transactions for regional conservation groups in northeast. He collected and processed data on flora and fauna identification, developed technical reports and maps.

Mapping and Field Specialist: Squam Lakes Conservation Society (2013)
Mr. Brohinsky prepared baseline documents, maps and all spatial needs related to land conservation transactions, and maintain the geographic database for the Squam Watershed.

1.3.4 Workload and Scheduling (10%)

This section directly addresses the areas identified under Section 1.3.4 of the Solicitation Package, with a dedicated subsection for each bullet.

1.3.4.1 Overall Workload of the Company, Number of Current Contracts

Sections 1.3.1.2 and 1.3.1.3 itemize the projects comprising the majority of the workload and top contracts held by the Business Unit of Woods Hole Group that will perform the work for Town of Palm Beach; namely the Environment and Climate – Consulting Unit. To lend further insight into workload, Woods Hole Group management does a detailed monthly review of overall workload and backlog. The detailed monthly review also includes estimates of person power to fulfill contracted requirements. This is then compared to staffing levels and capacity of the workforce to ensure there is a match between adequate personnel resources and client commitments. Woods Hole Group management also does a detailed annual business plan and budget, which is approved by the Board of Directors before each calendar year begins. That budget is then reviewed in detail in May and October to update the business forecast, including person power projections and staffing. As a growing company with access to corporate resources for investment, Woods Hole Group also is always seeking new talent to round out the organization. This is why Palm Beach has had consistent access to people like Bob Hamilton, Kirk Bosma, Leslie Fields, and others over the years, while also gaining familiarity with personnel such as Nasser Brahim for the Level-Up Implementation Plan, Ted Wickwire for the Coastal Flood Vulnerability Assessment, Alex Shaw for the Flood Risk Modeling, and others. All of these decisions are based with the priority of matching the right staff members at Woods Hole Group with the technical nature of the assignments at hand for the Town. And all of these decisions require an assessment of overall workload of the company and number of current contracts. We staff the company as a matrix organization that allows for flexible staffing, particular for long-term clients such as Town of Palm Beach. In the end, based on the information presented about contracts and projects in prior sections, and based on analysis of the business as a whole, we are confident we have the necessary work force and technical expertise required to serve the Town on this Coastal Resiliency contract. With the added resources of our dedicated and exclusively committed team members, our confidence is even higher.

1.3.4.2 Project Scheduling Ability/Timely Completion of Work/Schedule to Accommodate this Contract

Woods Hole Group has always honored its commitments and deadlines with the Town, often driven by time certain dates in a public setting and requiring advance delivery of work products. Without detailed assignments pending, it is difficult to propose a specific schedule at this time. However, we evaluated the recommended path forward in Section 1.3.2.3 for the individualized approach to Palm Beach needs, and we are confident we can advance this level of activity within the first year of the contract if the Town agrees on these priorities, and sufficient resources are available to proceed. We specifically recommend initiating the following activities in Year 1:

- Asset specific upgrades, starting with those with successful Resilient FL grants

- Water level monitoring
- Surveying the Lake Worth shoreline and critical asset elevations
- Resilient FL compliance updates with updated hazard analysis and rankings, incorporating latest state guidelines on SLR, and assessing preliminary surge barrier performance
- Advancing the engineering recommendations for regional solutions, particularly Lake Worth shoreline, to conceptual design phase, including working with Landscape Architect and community to incorporate various stakeholder needs. Prepare conceptual design drawings, renderings and visualizations.
- Pursue more Resilient FL grants.
- Engage USACE and related stakeholders on surge barrier concept and pursue path toward Feasibility Study
- Ongoing consulting/advisory related to policy refinements, capital plan reviews, public engagement

Based on the analysis of existing contracts and staffing levels, the team can work with the Town on a schedule to accommodate this level of work on this contract.

1.3.4.3 Meeting the Town's Requirements

We will need to work with the Town to define specific tasks required on the Coastal Resiliency contract; however, we have done our best to propose specific steps forward as basis for consideration after contract award. Prior sections of this proposal also focused on Understanding Town Needs (1.3.1.5), Understanding Scope of Work (1.3.2.2), and Individualization of the Proposal to Palm Beach (1.3.2.3), and the prior section (1.3.4.2) on Scheduling. We intend for this combined information to give confidence for the Woods Hole Group team to meet the Town's requirements.

In addition to this prior information presented in the proposal, our team demonstrated quite recently the commitment to the Town and ability to meet requirements. For instance, just this past week and weekend, team member GHD with leadership from team member Mike Barnett helped implement the Reach 2 forepassing project under very strict timeframes with demanding scope of work to be completed.

As further evidence of our team's ability to meet Town needs, this specific activity came out of the Woods Hole Group review of the CCMP in 2014. The ability to place sand in this area, linking the Reach 1 and 2 inlet sand bypassing with the northern limits of the Mid-Town Nourishment project represents a major milestone toward overall Palm Beach barrier island beach restoration, shore protection in an area with exposed structures, providing for longer-term coastal resilience. We feel this recent example is a microcosm of what our team can offer the Town.

To achieve this success, GHD assisted the Town of Palm Beach with preparing an Individual Project Approval (IPA) application under the Beach Management Agreement. Then, working with the Town and the Town's Contractor, Rio-Bak Corporation, GHD led a pre-construction (virtual)

meeting with the Town, Rio-Bak, the Florida Fish & Wildlife Conservation Commission, and the Town's Marine Turtle Permit Holder (MTPH). GHD provided construction site observations and reporting as well as coordination with Rio-Bak as needed.

Work commenced on April 18, 2022 and was completed on April 30, 2022. During this compressed timeframe, 15,000 cubic yards of sand were hauled from the USACE maintenance dredge disposal site in Reach 1 (south of the south jetty of Lake Worth Inlet) via off-road dump trucks. GHD was on-site on one occasion prior to construction commencement, four times during active construction, and twice post-construction. Several marine turtle nests were deposited within the placement area limits, requiring careful coordination with the MTPH and precise movement of heavy equipment without disturbance to the five loggerhead and one leatherback turtle nests that were laid. The following photos illustrate project activity and results.





1.3.5 Volume of Previous Work (5%)

No response required per the RFQ documents.

1.3.6 Financial and Other Information (5%)

This section directly addresses the areas identified under Section 1.3.6 of the Solicitation Package, with a dedicated subsection for each bullet.

1.3.6.1 Financial Resources and Capabilities

Woods Hole Group has been in business continuously since 1986. The company is growing, generates market-appropriate profit margin, and positive cash flow. Detailed financial reports are generated monthly, and there is an annual audit conducted by a Certified Public Accounting firm KLR. We have strong banking relationships. Detailed financial reports are not made public; however, we do not object to sharing information if needed as part of the contracting process. We also understand the Town may wish to obtain a Dunn & Bradstreet report, to which we have no objection. The RFQ requests resources and necessary working capital available, and how it will relate to the firm's financial stability through completion of the project. In the course of conducting the work anticipated on the Coastal Resiliency contract, working capital requirements



1.3.5 Volume of Previous Work (5%)

No response required per the RFQ documents.

1.3.6 Financial and Other Information (5%)

This section directly addresses the areas identified under Section 1.3.6 of the Solicitation Package, with a dedicated subsection for each bullet.

1.3.6.1 Financial Resources and Capabilities

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will largely be related to the finances and cash flow required to pay salaries of Woods Hole Group employees, to support modest 3rd party expenses for travel and some field work, and the ability to finance subcontractors working on the project. The typical way to manage working capital for each project is to be sure to invoice timely (monthly), to provide sufficient detail to the Town to ensure timely payment (within ~30 days), and to then pay 3rd parties and subcontractors upon receipt of payment from the Town. Employees of course are paid on time regardless of Town payments as part of regular twice monthly payroll. Based on its own operations and reserves, Woods Hole Group has no problem supporting the business in this manner. Furthermore, when other capital investment or working capital is need, we also can access the CLS-wide cash pool, which is substantial compared to Woods Hole Group's operations and needs. Rest assured, there will be no working capital limited issues the Town will experience should Woods Hole Group be selected for this contract.

1.3.6.2 Evidence of Insurance and Bonding Capability

Woods Hole Group has sufficient insurance coverage that exceeds the requirements set forth in the solicitation. Below is a copy of our standard insurance binder, which certainly can be adapted to name the Town as additionally insured as part of the contracting process.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2022

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

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

PRODUCER	CONTACT NAME: Anilia Wallace Pierre-Louis
Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor NEW YORK NY 10007	PHONE (A/C, No, Ext): 212-763-3420 FAX (A/C, No): E-MAIL ADDRESS: Anilia_WallacePierreLouis@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B : Transportation Insurance Company	20494
INSURER C : Everest National Insurance Company	10120
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: WOODHOL-05
Woods Hole Group, Inc.
107 Waterhouse Road
Bourne MA 02532

COVERAGES **CERTIFICATE NUMBER:** 553592976 **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			UM00044627MA22A	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Marine Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			7012097849	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			UM00044626MA22A	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 25,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			9700000409-221	1/1/2022	1/1/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

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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1.3.6.3 Present and Previous Litigation or Disputes

Woods Hole Group has no ongoing or pending litigation or disputes. The only past claim against the firm was made by a property owner in Massachusetts several years ago and was found to be without basis and resolved in our favor with zero damages.

1.3.6.4 Contract Denial, Lost and/or Terminated Contracts

Woods Hole Group has no contract denials, lost, or terminated contracts.

ATTACHMENT D FORMS

TOWN OF PALM BEACH

FEDERAL TERMS & GRANT FUNDING CONDITIONS

This solicitation is either fully or partially Grant funded. Bidder(s) shall comply with clauses as enumerated below and the accompanying certifications, which shall be executed and returned with all submittals. Bidder(s) may be deemed non-responsive for non-compliance and/or failure to submit required documents, inclusive of the executed certifications.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 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 who in turn will forward the certification(s) to the awarding agency. (See Anti-Lobbying Certification)

Clean Air Act

1. The contractor 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.
2. The contractor agrees to report each violation to the Town of Palm Beach and understands and agrees that the Town of Palm Beach will, in turn, report each violation as required to assure notification of the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Conflict of Interest

The vendor 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 or services required hereunder, as provided for in Chapter 112, Part III, and Florida Statutes. All vendors shall disclose the name of any Town employee or relative of a Town employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches. Additionally, 2 CFR 200.318(c)(1) requires disclosure of a potential conflict of interest and standards of conduct for "organizational conflicts of interest", which may also apply to non-profit sub-recipients of federal funds; and, gift requirements that are different from those included in the Town's Code of Ethics. As such, the following provisions shall also govern in those instances where federal funds are utilized for purchasing goods or services:

1. No employee, officer or agent of the Town 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 which 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 vendor considered for a Town contract. In addition, vendor shall disclose to the Town 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 debannent of the vendor.

2. The vendor shall not have activities or relationships (a) causing the vendor to be unable, or potentially unable, to render impartial assistance or advice to the Town; (b) impairing the vendor's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.
3. No vendor who is a party to, or receives a benefit from, this order/contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the Town. Further, no officer, employee, or agent of the Town shall solicit or accept a gratuity, favor, or anything of monetary value from a vendor who is a party to, or receives a benefit from, this order/contract.

If applicable, the contractor must disclose in writing any potential conflict of interest to the Town of Palm Beach or pass-through entity in accordance with applicable Federal policy. (See Conflict of Interest Form?)

Contract Work Hours and Safety Standards Act – 29 CFR 5.5b

1. Overtime requirements. No contractor or subcontractor 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 work week 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.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor 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 cluse set forth in paragraph (b)(1) of this section, in the sum of $27 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 (b)(1) of this section
3. Withholding for unpaid wages and liquidated damages. The Town of Palm Beach 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 the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Contractor Compliance

1. Federal, State, County, Town and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Vendor certifies that all products meet all ANSI, NFPA, and all other Federal and State requirements. Vendor further certifies that the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the vendor. Any toxic substance provided to the Town as a result of this order/contract shall be

accompanied by its Safety Data Sheet (SDS). Unless otherwise provided by federal law, the Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the vendor and the Town for any terms and conditions not specifically stated otherwise.

2. The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for Federal awards.

Discrimination Prohibited

The Town is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The vendor warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract. Vendor shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§16811683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on tbe basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. Vendor shall comply with the Drug Free Workforce Act of 1988.

Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain a order/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 consultant under 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 he directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

Drug Free Workplace

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). All contractors entering into Federally funded contracts over $150,000 must comply with the Federal Drug Free Workplace requirements and certify their compliance. (See Drug-Free Workplace Certification)

Equal Employment Opportunity (EEO)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor 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 the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor 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.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. (See EEO Certification)

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Federal Criminal Law/False Statements Act

The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729. For example, a false claim could include false billing documentation submitted by the Town received from a vendor or subcontractor under the contract.

Federal Water Pollution Control Act

1. The contractor 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.
2. The contractor agrees to report each violation to the Town of Palm Beach and understands and agrees that the Town of Palm Beach will, in turn, report each violation as required to assure notification of the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Incorporation, Precedence, & Jurisdiction

This order/contract shall be included and incorporated in the award or resulting contract. Any and all legal action necessary to enforce the award or resulting contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resulting contract shall be in a court of competent jurisdiction located in the County. The order of legal precedence is as follows: Laws passed by Congress,

which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this order/contract; Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations(CFR) and applicable to the funding source for this order/contract; the federal award or funding document for this order/contract; the Super Circular, inclusive of 2 CFR Sections 200.317 – 200.326; and, order/contract.

Mandatory Standards & Policies Relating to Energy Efficiency
The Vendor is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (. L. 94–163, 89 Stat. 871) (42 U.S.C. 6201).

Non-Collusion
Vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more vendors over other vendors. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal or other act incident to doing business with the Town may result in permanent debarment. No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor list(s), and/ or debarment or suspension from doing business with the Town.

No Third-Party Beneficiaries
No provision of the order/contract 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 order/contract, including but not limited to any citizen or employees of the Town and/or vendor.

Non-Exclusive
As may be applicable, the Town reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, 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 a term contract may be awarded. Additionally, the Town reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

Offer Extended to Other Governmental Entities
The Town encourages and agrees to the vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities pursuant to the requirements of the federal awarding agency.

Order/Contract
Vendor agrees that by submitting an offer, which is accepted by the Town, a binding contract is formed in accordance with the Town's terms, conditions and specifications as set forth in the purchase order, unless otherwise agreed by the Town and the vendor. The Vendor certifies that the offer has been made by an officer or employee having the authority to bind the vendor.

Payment
In order for the Town to make payment, the vendor's Legal Name; vendor's Address; must be exactly the same as it appears on the invoice.

Performance During Emergency
The vendor agrees and promises that, immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, the Town shall be given "first priority" for all goods and/or services under

the contract. Vendor agrees to provide all goods and/or services to the Town 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. Vendor shall furnish a 24-hour phone number to the Town. Failure to provide the goods and/or services to the Town on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the vendor to sanctions from doing further business with the Town.

Program Fraud & False or Fraudulent or Related Acts (31 U.S.C. Chapter 38)
The vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to this order/contract.

Procurement of Recovered Materials for Goods Valued Above $10,000
Vendors are to provide the Town with those goods designated by the Environmental Protection Agency "(EPA"), at 40 CFR Part 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above $10,000 or where the value of the goods procured during the preceding fiscal year exceeded $10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

Protest Procedure
Protests shall be submitted in writing, addressed to the Purchasing Manager, via hand delivery, mail, emailed to solicitations@townofpalmbeach.com, or fax to (561) 835-4688. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within three (3) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department.

Pricing
1. Prices offered must be the price for new merchandise and free from defect.
2. The price offered must be in accordance with the order/contract.
3. Vendor warrants that prices shall remain firm for the initial and any subsequent term unless modified by the Town and vendor.
4. If a sole source procurement or a procurement where there is no competition, profit must be negotiated as a separate element of price.

Prohibition of utilization of cost plus percentage contracts.
The Town of Palm Beach will not award Federally funded contracts on the basis of cost plus percentage.

Prohibition of utilization of time and material type contracts.

The Town of Palm Beach will not award Federally funded contracts on the basis of time and materials.

Public Entity Crimes
F.S. 287.133 requires the Town to notify all vendors of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not obtain an order/contract for the construction or repair of a public building or public work, may not lease real property to a public entity, may not be awarded or perform work as a vendor, supplier, 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Public Records, Access, Audits & Retention:
The vendor 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 Contract which have been created as a part of the vendor's services or authorized by the Town as a reimbursable expense, whether generated directly by the vendor, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the Town or the vendor, and wherever located shall be the property of the Town. 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 vendor 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 vendor shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of three (3) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The Town shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business. Exceptions include:

1. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When the Town has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
3. Records for equipment acquired with federal funds must be retained for three (3) years after final disposition.

When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the Town. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the vendor: (i) provides a service; and (ii) acts on behalf of the Town as provided under Section 119.011(2), F.S., the vendor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The vendor is specifically required to:

1. Keep and maintain public records required by the Town to perform services provided under the Contract.
2. Upon request from the Town's Custodian of Public Records ("Town's Custodian") or a Town representative/liaison, on behalf of the Town's Custodian, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law. The vendor further agrees that all fees, charges and expenses shall be determined in accordance with the terms and conditions set forth.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the Town.
4. Upon completion of the Contract, the vendor shall transfer, at no cost to the Town, all public records in possession of the vendor unless notified by a Town's representative/liaison, on behalf of the Town's Records Custodian, to keep and maintain public records required by the Town to

perform the service. If the vendor transfers all public records to the Town upon completion of the Contract, the vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the Contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the vendor must be provided to the Town, upon request of the Town's Custodian or the Town's representative/liaison, on behalf of the Town's Custodian, in a format that is compatible with the information technology systems of the Town, at no cost to the Town. Failure of the vendor to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the Contract. The Town shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

Purchase Order Required
The Town 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.

Quantities
Quantities specified in the order/contract cannot be changed without Town approval. Goods shipped in excess of quantity designated may be returned at vendor's expense.

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.

Safety Data Sheets (SDS)
Any toxic substance provided to the Town as a result of this solicitation shall be accompanied by its SDS.

Sales Promotions/Price Reductions/Most Favored Customer
Should sales promotions occur during the term of the contract that lower the price of the procured item, the vendor shall extend to the Town the lower price offered by the manufacturer on any such promotional item. Additionally, any time after award, the vendor may offer a reduced price, which shall remain in effect for the duration of the contract. The vendor warrants that the price(s) shall not exceed the vendor's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the vendor offers more favorable pricing to one of its customers, the vendor shall extend to the Town the same pricing or the then current market price, whichever is lower.

Scientific Research & Development & Copyright & Patent Rights
Those orders/contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 CFR 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. The Town shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this order/contract. The Town shall hold the copyright to works produced or purchased under this order/contract. The Federal Government holds a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

Scrutinized Companies

When the contract value is greater than $1 Million, as provided in F.S. 287.135, by entering into a Contract or performing any work, the vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria. If the Town determines, using credible information available to the public, that a false certification has been submitted by vendor, the resulting Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. (See Scrutinized Companies Certification)

Successors & Assigns

Neither the Town nor the vendor shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the Town. The Town and the vendor each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its 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).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 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.
3. This certification is a material representation of fact relied upon by the Town of Palm Beach. If it is later determined that the contractor 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 Town of Palm Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of2 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. (See Debarment Form)

Town Office of the Inspector General Audit Requirements

The County's Office of Inspector General is authorized to review past, present and proposed Town contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the Town, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation which could result in punishment pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Use of Department of Homeland Security (DHS) Identifiers

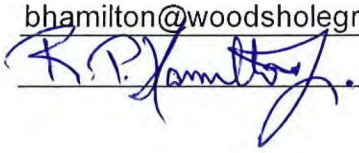
The contractor is prohibited from using DHS's seal, logo, or flag without express, written permission.

Utilization of Minority and Women-Owned Firms

The contractor must take all necessary affirmative steps to assure that minority businesses (M), women-owned business enterprises (WBE), and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (See Utilization of Minority and Women-Owned Firms Form under Required Forms) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors and submit this information with their bid submittal. Affirmative steps must include:

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. (See DBE Form)

I have read and understand the above requirements and agree to observe the terms as set forth.

Firm:	Woods Hole Group, Inc.	**Date:**	April 27, 2022
Authorized Agent:	Robert P. Hamilton, Jr.	**Title:**	President
Email:	bhamilton@woodsholegroup.com	**Phone:**	508-540-8080
Signature:			

May 3, 2022

Town of Palm Beach
Attn: Ryan Canterbury, Senior Buyer
rcanterbury@townofpalmbeach.com
(561) 227-7002

Intent Letter – RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach

Dear Mr. Canterbury:

Woods Hole Group is pleased to offer this response to the subject RFQ. It is our purposeful intent to present sufficient information to be awarded a contract. We also made every effort to present a uniquely qualified full-service team lead by Woods Hole Group, and with support of exclusive partners GHD, Coastal Protection Engineering, SCAPE Landscape Architecture, and Sobis, that can address all aspects of the Scope of Work. In this regard, we request consideration of making a single award to our team, which we firmly believe is in the best interest of the Town from a quality, consistency, efficiency, timeliness, and budgetary combined perspective. We acknowledge the RFQ, fully understand the scope, and other RFP requirements, and acknowledge receipt of Amendments.

We hope the review committee find our response to be thorough and information, and we certainly welcome any questions or points of clarification. Many thanks for this opportunity.

Sincerely,

The Woods Hole Group, Inc.



Robert (Bob) P. Hamilton, Jr.
President / Coastal Engineer

107 Waterhouse Road • Bourne, MA 02532, USA • +1 508.540.8080 • WOODSHOLEGROUP.COM

TOWN OF PALM BEACH

Contact Information Form

Purchasing Division
951 Okeechobee Rd.
West Palm Beach, FL 33401
Phone: 561-838-5406
Fax: 561-835-4688
Web: www.townofpalmbeach.com

Please Take a Moment to Provide the following Company Information

Part 1 | Company Information

Company Name: Woods Hole Group, Inc.

DBA Name (If Applicable):

Physical Address (No P.O. Boxes): 107 Waterhouse Road

Mailing Address (If Different than Above):

City: Bourne State: MA Zip: 02532

Owner's Name(s): CLS

Part 2 | Contact Information

Main Office Phone: 508-540-8080 Office Fax: 508-540-1001 Web Site: www.whgrp.com

Primary Contact: Robert P. Hamilton, Jr.

Primary Contact Phone: 508-495-6229

Primary Contact Cell Phone: 508-564-0446

Primary Contact Email: bhamilton@woodsholegroup.com

Emergency After Hours Contact: Bob Hamilton

Emergency After Hours Phone: 508-564-0446

Alternate Contact: Nasser Brahim

Alternate Phone: 508-495-6237

Alternate Contact Cell Phone:

Alternate Email : nbrahim@woodsholegroup.com

Emergency After Hours Email: bhamilton@woodsholegroup.com

Part 3 | Purchase Orders

Contact for Issuing Purchase Orders: Nadine Sweeney

Contact Phone: 508-495-6207

Contact Email: nsweeney@woodsholegroup.com

Part 4 | Accounts Receivable

Accounts Receivable Contact: Seema Owen

Contact Phone: 301-925-4411

Contact Email: dcs@woodsholegroup.com

TOWN OF PALM BEACH

Bidder's Qualification Form

The Vendor, as a result of this bid proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

   Name: Woods Hole Group, Inc.

   Address: 107 Waterhouse Road

   Email: bhamilton@woodsholegroup.com

   City, State, Zip: Bourne, MA 02532

   Phone/Fax: 508-540-8080/508-540-1001

2. Check One: Corporation (X) Partnership ( ) Individual ( )
3. If Corporation, state: MA

   Date of Incorporation: Aubrey Consulting, Inc. 5/1/1986; Woods Hole Group, Inc. 2/5/1998

   State in which Incorporated: MA
4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 11/14/2013
5. Name and Title of Principal Officers:

Name and Title of Principal Officers:	Date Elected:
Christophe Vassal - Chairman of the Board	11/30/2021
Robert P. Hamilton, Jr., - President	11/30/2021
Carine Foulquier - Secretary/Treasurer	11/30/2021

6. The Vendor's length of time in business: 36 years
7. The Vendor's length of time (continuous) in business as a service organization in Florida: 9 years
8. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Town. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

   Name: N/A

   Percentage of Interest: _____ %

Note: *Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

TOWN OF PALM BEACH

LIST OF PROPOSED SUBCONTRACTORS FORM

The undersigned bidder hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the TOWN with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	License #
1. GHD Services, Inc.	Coastal Engineering	P.E., Brian Moore - PE64017
Michael R. Barnett, PE, D.CE - michael.barnett@ghd.com	Structural Engineering	FL Dept of State F03000005291
Senior Coastal Engineer, Associate - 251-300-1250	Storm Water/Drainage Engineering	Prof Geologist, Enos Gabriellem - PG605
3750 Airport Blvd.	Local Expertise	FL. Prof. Surveyor and Mapper - #LB8496
Mobile, AL 36608		
2. Coastal Protection Engineering, LLC	Coastal Engineering	Palm Beach County Small Business Enterprise (SBE) #VS0000014339
Thomas Pierro, PE, D.CE - 561-756-2535	Ecological Resources	
Principal Engineer - tpierro@coastalprotectioneng.com	Shore Protection Program	PE, Thomas Pierro - PE64683
5301 N. Federal Hwy, Ste 335	Local Expertise	FL Dept of State L19000166989
Boca Raton, FL 33487		FL DBPR No 33370
3. SCAPE Landscape Architecture, DPC	Landscape Architecture	Woman-owned Business Enterprise (WBE)
Pippa Brashear, RI.A - pippa@scapestudio.com	Designing for Resilience	Register Landscape Architects
Resilience Principal - 212-462-2628	Rendering/Visualization	
277 Broadway Ninth Floor		
New York, NY 10007		
4. Sobis, Inc.	Economic Analysis	Small, Woman and Minority Owned 8(a) Business DUNS 079250053
William M. Bohn - bbohn@sobisinc.com	Climate Change Adaptations	
Risk Assessment Specialist - 540-424-9624		
11812 Arbor Glen Drive		
Fredericksburg, VA 22407		
5.		

Signature and Date R. P. Mammitt Jr. May 2, 2022

Title/Company President, Woods Hole Group

TOWN OF PALM BEACH

LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE FORM

The following is a list of **at least FIVE (5)** current (within last three years) and pertinent professional references that the Town can contact in relation to Bidder's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	**Scope of Work:**	Coastal Resilience Support for Climate Ready Boston
City of Boston, Mayor's Office	**Date(s):**	2018-present
1 City Hall Square, Ste 500	**Amount:**	~$500,000
Boston, MA 02201	**Contact:**	Sanjay Seth, Climate Resileince
	Telephone No:	617-635-4000
	Email:	Sanjay.seth@boston.gov
For Town Use Only: Reference Verified: Yes ___ No___		Comments:

2. Name and Address of Firm, City, County, or Agency	**Scope of Work:**	Coastal Resilience Support for DE Bay & Related Restoration Proj. Prioritation
National Fish and Wildlife Foundation	**Date(s):**	2019-present
1133 15th St, NW Suite 1100	**Amount:**	~$500,000
Washington, DC 20005	**Contact:**	Kristen Byler, Sr Scientist Marine Conservation
	Telephone No:	202-595-2445
	Email:	Kristen.Byler@nfwf.org
For Town Use Only: Reference Verified: Yes ___ No___		Comments:

3. Name and Address of Firm, City, County, or Agency	**Scope of Work:**	Facility & Community Flood Risk Mgmt and Flood Vulnerability Assessment
Woods Hole Oceanographic Institution	**Date(s):**	2020-present
86 Water Street	**Amount:**	~$100,000
Falmouth, MA 02543	**Contact:**	Leslie-Ann McGee, Program Manager
	Telephone No:	508-289-2712
	Email:	lmcgee@whoi.edu
For Town Use Only: Reference Verified: Yes ___ No___		Comments:

4. Name and Address of Firm, City, County, or Agency	**Scope of Work:**	Massachusetts Coast Flood Risk Modeling (MC-FRM)
Massachusetts Department of Transportation	**Date(s):**	2015-present
10 Park Plaza, Room 4260	**Amount:**	~$1,500,000
Boston, MA 02116	**Contact:**	Steven J. Miller
	Telephone No:	857-368-8809
	Email:	Steven.j.Miller@state.ma.us
For Town Use Only: Reference Verified: Yes ___ No___		Comments:

5. Name and Address of Firm, City, County, or Agency	**Scope of Work:**	County-Wide Assessment of Low Lying Roadways
County of Barnstable, Cape Cod Commission	**Date(s):**	2020-present
3225 Main Street	**Amount:**	~$350,000
Barnstable, MA 02630	**Contact:**	Heather McElroy, Natural Resources Manager
	Telephone No:	508-744-1217
	Email:	hmcelroy@capecodcommission.org
For Town Use Only: Reference Verified: Yes ___ No___		Comments:

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.
The Woods Hole Group, 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.
107 Waterhouse Road

Requester's name and address (optional)

6 City, state, and ZIP code
Bourne, MA 02532

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
0 4 – 3 4 0 8 8 0 1

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 ▶ R. P. Hamilton Jr. Date ▶ 1/18/2022

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.*

Florida Tentative Income / Franchise Tax Return and Application for Extension of Time to File Return

1019
F-7004
R. 01/17
Rule 12C-1.051
Florida Administrative Code
Effective 01/17

Information for Filing Florida Form F-7004

F-7004
R. 01/17

When to file - File this application on or before the original due date of the taxpayer's corporate income tax or partnership return. Do not file before the end of the tax year.
To file online go to **www.floridarevenue.com**

Penalties - If you are required to pay tax with this application, failure to pay will void any extension of time and subject the taxpayer to penalties and interest. There is also a penalty for late-file return when no tax is due.

Signature - A person authorized by the taxpayer must sign Florida Form F-7004. They must be an officer or partner of the taxpayer; a person currently enrolled to practice before the Internal Revenue Service (IRS); or attorney or Certified Public Accountant qualified to practice before the IRS under Public Law 89-332.

The Florida Form F-7004 must be filed - To receive an extension of time to file your Florida return, Florida Form F-7004 must be timely filed, even if you have already filed a federal extension request. A federal extension by itself does not extend the time to file a Florida return.

An extension for Florida tax purposes may be granted, even though no federal extension was granted. See Rule 12C-1.0222, F.A.C., for information on the requirements that must be met for your request for an extension of time to be valid.

A. If applicable, state the reason you need the extension:

_____

_____

B. Type of federal return filed: 1120
Contact person for questions: CHRISTOPHER ADOMANI
Telephone number: 508-540-8080
Contact Person email address: CFOULQUIER@GROUPCLS.

Extension of Time Request	Florida Income/Franchise Tax Due
1. Tentative amount of Florida tax for the taxable year	1. 1,000.00
2. LESS: Estimated tax payments for the taxable year	2. 0.00
3. Balance due - You must pay 100% of the tax tentatively determined due with this extension request.	3. 1,000.00

Transfer the amount on Line 3 to **Tentative tax due** .

Make checks payable and mail to:
FLORIDA DEPARTMENT OF REVENUE, 5050 W TENNESSEE STREET, TALLAHASSEE FL 32399-0135

144961
09-27-21

Florida Department of Revenue - Corporate Income Tax
Florida Tentative Income / Franchise Tax Return
and Application for Extension of Time to File Return

1019
F-7004
R. 01/17

Name THE WOODS HOLE GROUP, INC.
Address 107 WATERHOUSE ROAD
City/State/ZIP BOURNE, MA 02532

FEIN 04-3408801
Taxable Year End 12/31/21
FILING STATUS Partnership ___ S-corporation ___
All other federal returns to be filed X
Tentative Tax Due $ 1,000.00

Under penalties of perjury, I declare that I have been authorized by the above named taxpayer to make this application, that to the best of my knowledge and belief the statements herein are true and correct:

Sign Here: _____ Date: _____

043408801	0	0	0
3	0	0	0
20211231	0	0	0
0	0	0	0
101	0	0	0
0	0	0	0
0	0	0	0
0	0	0	100000

Society of Wetland Scientists
Professional Certification Program, Inc

grants the designation

Professional Wetland Scientist

For

Adam Finkle, M.S.

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 06/20/2018. Professional Wetland Scientist number 2960. Due to recertify by 06/20/2023.



Ben LePage, PWS
President

Robert D. Shannon, Ph.D., PWS
Review Panel Chair

06-14-22 TCM Backup

COMMONWEALTH OF MASSACHUSETTS

DIVISION OF PROFESSIONAL LICENSURE

BOARD OF ENGINEERING

ISSUES THE FOLLOWING LICENSE

REG/PROF CIVIL ENGINEER

KIRK F BOSMA
107 WATERHOUSE RD
BOURNE, MA 02532-3890

LICENSEE SIGNATURE

45849	06/30/2022	965011
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

319

06-14-22 TCM Backup

COMMONWEALTH OF MASSACHUSETTS

DIVISION OF PROFESSIONAL LICENSURE

BOARD OF

ENGINEERING

ISSUES THE FOLLOWING LICENSE

REG/PROF LAND SURVEYOR

JOEL R KUBICK
PO BOX 647
NORTH FALMOUTH, MA 02556-0647

LICENSEE SIGNATURE

46712	06/30/2022	859217
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

copy

05-14-22 TCM Backup

COMMONWEALTH OF MASSACHUSETTS

DIVISION OF PROFESSIONAL LICENSURE

BOARD OF

ENGINEERING

ISSUES THE FOLLOWING LICENSE

REG/PROF CIVIL ENGINEER

JOEL R KUBICK
PO BOX 647
NORTH FALMOUTH, MA 02556-0647

LICENSEE SIGNATURE

48092	06/30/2022	859212
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

321

Please visit our web site at http://www.mass.gov/dpl/boards/EN

MITCHELL BUCK
30 COLERIDGE DR
FALMOUTH, MA 02540

(EN)

Fold, Then Detach Along All Perforations

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ENGINEERING
ISSUES THE FOLLOWING LICENSE
REG/PROF CIVIL ENGINEER

MITCHELL BUCK
30 COLERIDGE DR
FALMOUTH, MA 02540

LICENSEE SIGNATURE

51147	06/30/2020	494855
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

DELAWARE ASSOCIATION OF PROFESSIONAL ENGINEERS
92 Read's Way, Suite 208
New Castle, DE 19720
Phone: 302-323-4588
Email: office@dape.org

Professional Engineer

Home
PE License Renewal
PE Requirements
How to apply
Start Application
Resume Application
Active PE Roster
License Verification

Professional Engineers

Person Information

Name:	Matthew F Shultz
Discipline:	Civil Engineering

Address Information

Address (City, State, Zipcode):	Marion, MA, 02738

License Information

License Number:	21748
License Status:	Active
License Expires:	06/30/2022

LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD

As of 7/7/2021 the Louisiana Professional Engineering and Land Surveying Board (LAPELS) has the following information on file:

Mr. Matthew Frederick Shultz
107 Waterhouse Road
Bourne, MA 02532

Cut Here

LOUISIANA PROFESSIONAL ENGINEERING & LAND SURVEYING BOARD (LAPELS)
9643 Brookline Avenue, Suite 121
Baton Rouge, LA 70809
Phone (225) 925-6291
www.lapels.com

Mr. Matthew Frederick Shultz

License/Certificate Type - Number: PE.0036650

Expiration Date: 03/31/2022

Status: ACTIVE

Fold Here

Please be advised that your license must be in "Active" status in order for you to (a) provide or offer to provide engineering or land surveying services in Louisiana or (b) use the words "engineer", "engineering", "land surveyor", "land surveying" or any modification or derivative thereof in your name or in connection with your business or activities in Louisiana. Licensees whose licenses are in "Retired", "Inactive", or "Expired" status are prohibited from engaging in the activities described above in items (a) and (b).

LA R. S. 37:689 requires firms practicing or offering to practice engineering or land surveying in the state of Louisiana to be licensed by the Board prior to offering such services.

Print and keep the following information for your record or verification. The pocket card may also be printed on card stock or laminated to keep with you as license/certificate verification.

Disclaimer
All information provided by LAPELS on this web page, and on its other web pages and internet sites, is made available to provide immediate access for the convenience of interested persons. While LAPELS believes the information to be reliable, human or mechanical error remains a possibility, as does delay in the posting or updating of information. Therefore, LAPELS makes no guarantee as to the accuracy, completeness, timeliness, currency, or correct sequencing of the information. Neither LAPELS, nor any of the sources of the information, shall be responsible for any errors or omissions, or for the use or results obtained from the use of this information. Other specific cautionary notices may be included on other web pages maintained by LAPELS.

If you need to make changes to your contact information, please choose one of the following options below:

Contact update for Individuals and Firms

License/Certificate Types:

EF = Engineering Firm VF = Land Surveying Firm

CPD = Continuing Professional Development Sponsor/Provider

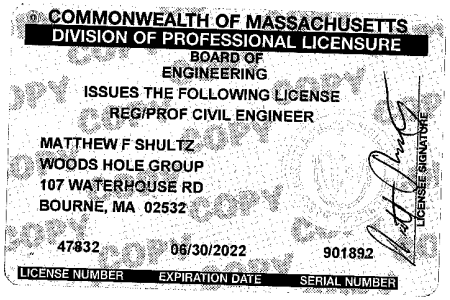
*PE = Professional Engineer *PLS = Professional Land Surveyor

*EI = Engineer Intern *LSI = Land Surveyor Intern

*PE Discipline Codes

AG	Agricultural	ME	Mechanical
AR	Architectural	MI	Mining or Mineral
CH	Chemical	MT	Metallurgical
CE	Civil	MU	Manufacturing
CS	Control Systems	NV	Naval Architecture & Marine
EE	Electrical & Computer	NU	Nuclear
EV	Environmental	ST	Structural *
FP	Fire Protection	PT	Petroleum
IE	Industrial		

* An engineer that has passed the Structural I exam is listed as a Civil Engineer. An engineer that has passed both the Structural I and II exams is listed as Structural (ST) and a Civil (CE) Engineer.

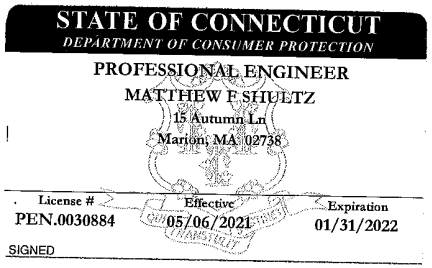


COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ENGINEERING
ISSUES THE FOLLOWING LICENSE
REG/PROF CIVIL ENGINEER

MATTHEW F SHULTZ
WOODS HOLE GROUP
107 WATERHOUSE RD
BOURNE, MA 02532

LICENSEE SIGNATURE

LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER
47832	06/30/2022	901892

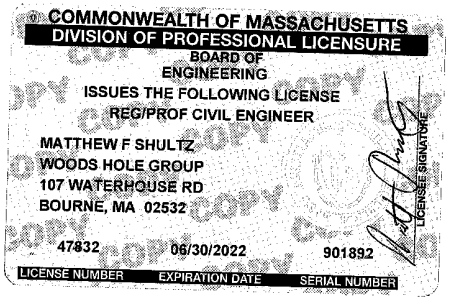


STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

PROFESSIONAL ENGINEER
MATTHEW F SHULTZ
15 Autumn Ln
Marion, MA 02738

License #	Effective	Expiration
PEN.0030884	05/06/2021	01/31/2022

SIGNED

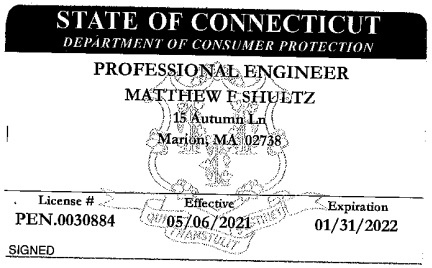


COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ENGINEERING
ISSUES THE FOLLOWING LICENSE
REG/PROF CIVIL ENGINEER

MATTHEW F SHULTZ
WOODS HOLE GROUP
107 WATERHOUSE RD
BOURNE, MA 02532

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STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

PROFESSIONAL ENGINEER
MATTHEW F SHULTZ
15 Autumn Ln
Marion, MA 02738

License #	Effective	Expiration
PEN.0030884	05/06/2021	01/31/2022

SIGNED

06-14-22 TCM Backup

ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.

CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

M. Leslie Fields, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-14-07618, ISSUED 4/17/2014. THIS CERTIFICATE SHALL EXPIRE 7/31/2022, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

CERTIFICATION BOARD OF REGENTS
PRESIDENT, LOUIS T. GREENWELL, GISP, CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

ASFPM CFM® CERTIFIED

State of Florida
Department of State

I certify from the records of this office that GHD SERVICES INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on October 16, 2003.

The document number of this corporation is F03000005291.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 15, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of April, 2021

Secretary of State

Tracking Number: 2941958311CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

March 23, 2022

GHD, INC.
320 GODDARD STE 200
IRVINE, CA 92618-4613

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB8496

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

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.: **LB8496**
Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

GHD, INC.
320 GODDARD STE 200
IRVINE, CA 92618-4613

nicole fried

NICOLE "NIKKI" FRIED
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.

Licensee

Name:	**ENOS, GABRIELLE M**	License Number:	**605**
Rank:	**Professional Geologist**	License Expiration Date:	**07/31/2022**
Primary Status:	**Current**	Original License Date:	**01/04/1989**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	GHD SERVICES INC	Professional Geologist	10/01/2013	Geology Business Information	

Ron DeSantis, Governor

Halsey Beshears, Secretary

06-14-22 TCM Backup

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

ENOS, GABRIELLE M

GHD SERVICES INC
5904 HAMPTON OAKS PARKWAY
SUITE F
TAMPA FL 33610

LICENSE NUMBER: PG605

EXPIRATION DATE: JULY 31, 2022

Always verify licenses online at MyFloridaLicense.com

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Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Licensee

Name:	**MOORE, BRIAN**	License Number:	**64017**
Rank:	**Professional Engineer**	License Expiration Date:	**02/28/2023**
Primary Status:	**Current**	Original License Date:	**02/06/2006**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
9931	Current	GHD SERVICES INC	Registry	09/12/2019	Registry	

Ron DeSantis, Governor

06-14-22 TCM Backup

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MOORE, BRIAN

13125 SANCTUARY COVE DRIVE
#104
TAMPA FL 33637

LICENSE NUMBER: PE64017

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

334

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Licensee Details

Licensee Information

Name:	**COASTAL PROTECTION ENGINEERING LLC (Primary Name)**
Main Address:	**5301 NORTH FEDERAL HWY SUITE 335 BOCA RATON Florida 33487**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**33370**
Status:	**Current**
Licensure Date:	**09/12/2019**
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

State of Florida
Department of State

I certify from the records of this office that COASTAL PROTECTION ENGINEERING LLC is a limited liability company organized under the laws of the State of Florida, filed on June 25, 2019.

The document number of this limited liability company is L19000166989.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 22, 2021, 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 Fifteenth day of June, 2021



Secretary of State

Tracking Number: 0638592639CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

TOWN OF PALM BEACH

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances 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 number (1).

(4) In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendre to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by Robert P. Hamilton, Jr. **the**
(Individual's Name)

President **of** Woods Hole Group, Inc.
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

4/27/2022
Date

R.P. Hamilton
Signature

TOWN OF PALM BEACH

SCRUTINIZED COMPANIES

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the Town 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 Town shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town 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.

This Certification is submitted by Robert P. Hamilton, Jr. **the**

(Individual's Name)

President **of** Woods Hole Group, Inc.

(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

April 27, 2022

Date

R.P. Hamilton

Authorized Signature

TOWN OF PALM BEACH

CONFLICT OF INTEREST

Woods Hole Group, Inc. (Entity name) intends to do business with the Town of Palm Beach, whereby business will be awarded under a system of evaluation of sealed, competitive proposals.

I have reviewed Section 112.313(3) and (7), Florida Statutes ; and pursuant to the provisions therein, Woods Hole Group, Inc. (Entity name) doing business with the Town of Palm Beach :

[does not] impact any public officer or employee of the Town of Palm Beach ; or

does impact a public officer or employee of Palm Beach County; and

In compliance with Section 112.313(12) , Florida Statutes, the impacted public officer or employee of , prior to the submission of this bid, has filed a statement with the Town of Palm Beach, disclosing their interest, or the interest of their spouse or child, and the nature of the intended business, as set forth in Florida Commission on Ethics Form 3A, http://www.ethics.state.fl.us/Documents/Forms/Form3A.pdf?cp=202058.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Firm:	Woods Hole Group, Inc.	**Date:**	April 27, 2022
Authorized Agent:	Robert P. Hamilton, Jr.	**Title:**	President
Email:	bhamilton@woodsholegroup.com	**Phone:**	508-540-8080
Signature:	R.P. Hamilton		

TOWN OF PALM BEACH

DISADVANTAGE BUSINESS ENTERPRISE

To be completed by proposer of their attempt to contact DBE Firms:

Date	April 14, 2022	Firm	Sobis, Inc.
Contact	Bill Bohn	Email	bbohn@sobisinc.com
Phone	(703) 655-4071	Response	Agreed to join team
Action Taken	Obtained necessary materials for proposal		

Date	March 30, 2022	Firm	Coastal Protection Engineering
Contact	Lindino Benedet	Email	lbenedet@coastalprotectioneng.com
Phone	(561) 565-5100	Response	Agreed to join team
Action Taken	Exchanged materials to support proposal		

Date	April 4, 2022	Firm	SCAPE / Landscape Architecture, DPC
Contact	Pippa Brashear	Email	pippa@scapestudio.com
Phone	(212) 462-2628 ext. 123	Response	Agreed to join team
Action Taken	Obtained necessary materials for proposal		

Date		Firm	
Contact		Email	
Phone		Response	
Action Taken			

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Firm:	Woods Hole Group, Inc.	Date:	May 2, 2022
Authorized Agent:	Robert P. Hamilton, Jr.	Title:	President
Email:	bhamilton@woodsholegroup.com	Phone:	(508) 495-6229
Signature:			

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Contractor Statements

(1) The prospective contractor, Woods Hole Group, Inc. of, the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR

By _____
Signature

Robert P. Hamilton, Jr., President
Name and Title

107 Waterhouse Road
Street Address

Bourne, MA 02532
City, State, Zip

April 27, 2022
Date

Town of Palm Beach
Sub-Recipient's Name

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Statements

(1) The prospective subcontractor, GHD Inc. of, the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By Dean Goodin Digitally signed by Dean Goodin Date: 2022.04.29 11:35:52 -04'00'
Signature

Dean Goodin, Ph.D., Business Group Leader
Name and Title

121 N. 20th Street, Suite A
Street Address

Richmond, VA 23223
City, State, Zip

April 29, 2022
Date

Town of Palm Beach
Sub-Recipient's Name

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Statements

(1) The prospective subcontractor, Coastal Protection Engineering LLC of, the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By _____
Signature

Thomas Pierro, PE, D.CE, Principal Engineer/AMBR
Name and Title

5301 N. Federal Hwy, Suite 335
Street Address

Boca Raton, FL 33487
City, State, Zip

4/28/2021
Date

Town of Palm Beach
Sub-Recipient's Name

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Statements

(1) The prospective subcontractor, SCAPE Landscape Architecture DPC of, the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By A Landes
Signature

Alexis Landes, Managing Principal
Name and Title

277 Broadway, Ninth Floor
Street Address

New York, NY, 10007
City, State, Zip

4/29/22
Date

Town of Palm Beach
Sub-Recipient's Name

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Statements

(1) The prospective subcontractor, Sobis, Inc. of, the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By William Bohn Digitally signed by William Bohn Date: 2022.04.27 20:51:46 -04'00'
Signature

William Bohn, COO
Name and Title

11812 Arbor Glen Drive
Street Address

Fredericksburg, VA 22407
City, State, Zip

April 27, 2022
Date

Town of Palm Beach
Sub-Recipient's Name

TOWN OF PALM BEACH

BYRD ANTI-LOBBYING CERFITICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making ofany
2. Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Woods Hole Group, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Firm:	Woods Hole Group, Inc.	**Date:**	April 27, 2022
Authorized Agent:	Robert P. Hamilton, Jr.	**Title:**	President
Email:	bhamilton@woodsholegroup.com	**Phone:**	508-540-8080
Signature:	R P. Hamilton		

TOWN OF PALM BEACH

E-Verify Requirement

Proposer warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all its proposer workers, subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Proposer shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT sball maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

TOWN OF PALM BEACH shall terminate this CONTRACT if it has a good faith belief contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If the TOWN OF PALM BEACH has a good faith belief that contractor's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, THE TOWN OF PALM BEACH shall notify contractor to terminate its contract with the subcontractor and contractor shall immediately terminate its contract with the subcontractor. If the TOWN OF PALM BEACH terminates this CONTRACT pursuant to the above, contractor shall be barred from being awarded a future contract by the TOWN OF PALM BEACH for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, contractor shall also be liable for any additional costs incurred by the TOWN OF PALM BEACH as a result of the termination.

Company: Woods Hole Group, Inc. Name/Title: Robert P. Hamilton, Jr., President

Address: 107 Waterhouse Road, Bourne, MA Zip: 02532

Phone Number: (508) 540-8080 Fax: (508) 540-1001

Federal ID#: 04-3408801 Signature: R. P. Hamilton, Jr.

TRUTH-IN-NEGOTIATIONS CERTIFICATE

TOWN OF PALM BEACH, FLORIDA
COUNTY OF PALM BEACH, FLORIDA

Before me, the undersigned authority, personally appeared Affiant, Robert P. Hamilton, Jr., who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth-in-Negotiation Certification pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Town of Palm Beach, Palm Beach County, Florida.
2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the Town of Palm Beach to provide professional Continuing Consulting Services.
3. That the undersigned firm will furnish the Town of Palm Beach a detailed analysis of the cost of the professional services that will be required to perform various tasks as each work order is proposed.
4. That the wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete and current at the time the undersigned firm and the Town of Palm Beach enters into the agreement for professional continuing consulting services and at the time of execution of each work order.
5. The undersigned firm agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Town of Palm Beach determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For the purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Town of Palm Beach, whichever is later.

Name of Firm/Consultant: Woods Hole Group, Inc.

By: R.P. Hamilton Jr. (Authorized Signature) April 29, 2022 (Date)

Title: President

Attest: Suzanne M. Gonsalves (Seal)
Notary

SUZANNE M. GONSALVES
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 3, 2023

The foregoing instrument was acknowledged before me by Robert P. Hamilton Jr. who has produced MA drivers license as identification or is personally known to me.

WITNESS my hand and official seal in the State last aforesaid this 29th day of April, 2022.

2022 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 25, 2022
Secretary of State
8368512638CC

DOCUMENT# F13000005207

Entity Name: THE WOODS HOLE GROUP, INC.

Current Principal Place of Business:

107 WATERHOUSE RD
BOURNE, MA 02532

Current Mailing Address:

107 WATERHOUSE RD
BOURNE, MA 02532 US

FEI Number: 04-3408801

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC
7901 4TH STREET N,
SUITE 300
ST.PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	TREASURER, SECRETARY
Name	HAMILTON, ROBERT P JR	Name	FOULQUIER, CARINE AUDREY
Address	107 WATERHOUSE RD	Address	107 WATERHOUSE RD
City-State-Zip:	BOURNE MA 02532	City-State-Zip:	BOURNE MA 02532

Title	CHAIRMAN
Name	VASSAL, CHRISTOPHE
Address	11 RUE HERMES
City-State-Zip:	RAMONVILLE 31520

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARINE FOULQUIER CFO 01/25/2022

Electronic Signature of Signing Officer/Director Detail — Date

SAM.GOV®

WOODS HOLE GROUP, INC., THE

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
026615208	**K6VQQ6Y73WE5**	**1GUW3**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Jun 22, 2022**	**Active**
Physical Address	Mailing Address	
107 Waterhouse RD **Bourne, Massachusetts 02532-3890** **United States**	**107 Waterhouse RD** **Bourne, Massachusetts 02532** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Massachusetts 09	**Massachusetts / United States**	**http://www.woodsholegroup.com**
MPIN		
*****4G69**		

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jun 23, 2021	**Jun 22, 2021**	**Oct 9, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1998	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
FALU1	**COLLECTE LOCALISATION SATELLITES**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

No

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Foreign Owned**

Profit Structure
For Profit Organization

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset	Department Code
Yes	**No**	**(blank)**

Agency Location Code	Disbursing Office Symbol
(blank)	**(blank)**

Electronic Funds Transfer

EFT Indicator	CAGE Code	
0000	**1GUW3**	

Financial Institution	Account Type	Lock Box Number
BANK OF THE WEST	**Checking**	**(blank)**

Routing Number	Account Number
******0782**	******8945**

Automated Clearing House

Financial Institution	Phone (U.S.)	Email
BANK OF THE WEST	**8004002781**	**(blank)**

Phone (non-U.S.)	Fax
(blank)	**(blank)**

Remittance Information

Merchant ID1	Merchant ID2	Accounting Station
(blank)	**(blank)**	**(blank)**

Remittance Address

THE WOODS HOLE GROUP, INC.
4300 Forbes BLVD., Suite 110
Lanham, Maryland 20706
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
******8801**	**Applicable Federal Tax**	**WOODS HOLE GROUP INC THE**

Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2015	**Accounting Director**	**Jun 22, 2021**

Address
107 Waterhouse RD
Bourne, Massachusetts 02532

Points of Contact

Accounts Receivable POC

Seema Owen
dcs@woodsholegroup.com
3019254411

Electronic Business

Seema Owen
sowen@woodsholegroup.com
2404921902

4300 Forbes BLVD., Suite 110
Lanham, Maryland 20706
United States

Carine Foulquier
cfoulquier@woodsholegroup.com
3019254411

4300 Forbes BLVD.
Suite 110
Lanham, Maryland 20706
United States

Government Business

Robert Hamilton, President
bhamilton@whgrp.com
5084956229

107 Waterhouse Road
Bourne, Massachusetts 02532
United States

Carine Foulquier
cfoulquier@groupcls.com
2404921931

4300 Forbes BLVD. Suite 110
Lanham, Maryland 20706
United States

Past Performance

Seema Owen
dcs@clsamerica.com
3019254411

4300 Forbes BLVD., Suite 110
Lanham, Maryland 20706
United States

Robert Hamilton, President
bhamilton@whgrp.com
5084956229

81 Technology Park DR
East Falmouth, Massachusetts 02536
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541620**	**Environmental Consulting Services**
	517410	**Satellite Telecommunications**
	518210	**Data Processing, Hosting, And Related Services**
	541330	**Engineering Services**
	541360	**Geophysical Surveying And Mapping Services**
	541380	**Testing Laboratories**
	562910	**Remediation Services**
	811219	**Other Electronic And Precision Equipment Repair And Maintenance**

Product and Service Codes

PSC	PSC Name
6655	**Geophysical Instruments**
B525	**Special Studies/Analysis- Natural Resource**
B526	**Special Studies/Analysis- Oceanological**
B529	**Special Studies/Analysis- Scientific Data**
C216	**Architect And Engineering- General: Marine Engineering**
F110	**Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits**
J020	**Maintenance, Repair, And Rebuilding Of Equipment- Ship And Marine Equipment**
N020	**Installation Of Equipment- Ship And Marine Equipment**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

World Wide

Annual Receipts (3 Year Average)
$40,000,000.00

Number of Employees (12 Month Average)
650

Location

Annual Receipts (3 Year Average)
(blank)

Number of Employees (12 Month Average)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

TOWN OF PALM BEACH

Protest Procedure Acknowledgement

After the Town has made a determination of the intended award of a contract, Purchasing shall post a tabulation of the bid/proposal evaluation results with intended an award recommendation. Posting shall be made to the Town website under the heading, "Doing Business". All bidders, proposers, offerors, or contractors affected by the proposed award of contract shall be notified by the Purchasing Division, at the time of posting, via email or facsimile, of the intended award.

Procedure: Any person adversely affected by the decision of award may file a formal written protest within 72 consecutive hours (excluding Saturdays, Sundays and legal holidays) from the time of the initial posting by the Purchasing Division. Protestors shall file their written protests with the Town between the hours of 8:30 and 5:00p.m. Written protests shall include, at a minimum:

1. The name of the petitioner;
2. The petitioner's address, email address, phone number, and fax number;
3. The name of the petitioner's representative, if applicable;
4. The title and bid number of the solicitation;
5. A plain clear statement of the grounds on which the protest is based; and
6. Specific information regarding the relief to which the petitioner deems itself entitled and/or the remedy requested.

A written protest is deemed received by the Town of Palm Beach when it is delivered to and received by the Purchasing Division. Delivery to and receipt by any other Town of Palm Beach staff member is not valid. Formal written protests shall not exceed fifteen (15) type-written pages and in all other respects shall comply with the formatting requirements for an appellate brief as set forth in the Florida Rules of Appellate Procedure.

The Purchasing Manager shall review such protest and shall issue a written decision as soon as practicable after such review is completed. The decision of the Purchasing Manager may be appealed in writing to the Town Manager within three (3) calendar days after the date of the Purchasing Manager's written decision. The decision of the Town Manager shall be final. An appeal of the Town Manager's decision may be made to the appropriate court in the Fifteenth Judicial Circuit, Palm Beach County, Florida.

Stay of Procurement during Protest: Purchases which are the subject of a timely protest may be stayed until a final decision by the Town Manager regarding such Protest has been made. The Purchasing Manager shall not proceed further with the Invitation to Bid, RFP, or other purchasing solicitation or award which is the subject of the protest until all administrative remedies have been exhausted and a final decision of the Town Manager has been rendered, unless a determination is made that the continuation of the award process is in the best interest of the Town. In this case, the Town Manager must make a written determination that the execution of a contract without delay is necessary to protect substantial interests of the Town.

Filing Fees: In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to ten percent (10%) of the total estimated contract value, but not less than $10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor.

I hereby acknowledge receipt of this Town of Palm Beach protest acknowledgement form:

Company Name: Woods Hole Group, Inc. Name: Robert P. Hamilton, Jr.

Date: April 27, 2022 Signature: R.P. Hamilton, Jr.

TOWN OF PALM BEACH

MINIMUM QUALIFICATIONS FORM

Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Bidder has when making a determination of award. All decisions of the Town are final. Contractors, with its bid, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents.

Company: Woods Hole Group, Inc.	Solicitation: RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach
Part I— Contract Information	
Customer Name: Town of Falmouth	Contact Name: Jennifer Lincoln
Project Location: Surf Drive, Falmouth, MA	Contact Title:
	Contact Email: jennifer.lincoln@falmouthma.gov
	Contact Phone: 508-495-7446
Contract Identification Number: N/A	
Type of Contract:	Orignal Dollar Value: ~$95,000
Contract Start Date: August 1, 2019	Final Dollar Value: ~$95,000
Contract Completion Date: June 30, 2021	Estimated/Actual - Completion Date: June 30, 2021
Explanation of Cost Growth/Change Orders (if applicable): N/A	
Part II—Project Description and Relevance	
Relevancy: This project is relevant to Palm Beach because it specifically involves contracts with a municipality (Town of Falmouth) addressing coastal resilience in the midst of present flood risk that is increasing in the future with sea level rise and increasing storm intensity. In this case, the project is focused on protecting and potentially relocating an important low-lying road segment at risk, along with a bike path, and utility infrastructure. The project also involves shared grant funding from a state program, and depends on results from a high-resolution flood risk model.	
Specific Scope of Work Performed in Similar Areas: Woods Hole Group conducted a detailed town-wide climate change flood vulnerability assessment in 2020 which identified the Surf Drive area as one of the most vulnerable areas in town. Surf Drive is a well-traveled coastal roadway & bike path providing access to town beaches which also has a sewer main line & pump station running under/adjacent to the roadway. Surf Drive already experiences significant stressors (e.g., regulat inundation, erosion, overtopping, storm damage, etc.) under today's climet conditions. Climate change and sea-level rise will increase the frequency and severity of these stressors, resulting in increased vulnerability in the future. Woods Hole Group developed a plan to increase the coastal resiliency of the Surf Drive area incorporating phased management by identifying key time frames and sea level thresholds for action. The four themes used to develop potential actions to address the study area vulnerabilities included emphasis on 1) ecosytem health and resilience, 2) protection and maintenance of infrastructure, 3) maintenance of access transportation, and utiliey corridors, and 4) managed retreat of costly, at risk infrastructure.	

****Please only use one (1) form for each project reference being used****

TOWN OF PALM BEACH

MINIMUM QUALIFICATIONS FORM

Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Bidder has when making a determination of award. All decisions of the Town are final. Contractors, with its bid, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents.

Company: Woods Hole Group, Inc.	Solicitation: RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach
Part I— Contract Information	
Customer Name: The City of Boston	Contact Name: Sanjay Seth
Project Location: Moakley Park, Boston, MA	Contact Title: Climate Resilience
	Contact Email: sanjay.seth@boston.gov
	Contact Phone: 617-635-4000
Contract Identification Number: BPR 1901	
Type of Contract: Fixed Fee	Orignal Dollar Value: ~$104,000
Contract Start Date: August 4, 2019	Final Dollar Value: ~$104,000
Contract Completion Date: Ongoing	Estimated/Actual - Completion Date: Ongoing
Explanation of Cost Growth/Change Orders (if applicable): N/A	
Part II—Project Description and Relevance	
Relevancy: This project is relevant to Palm Beach because it specifically involves contracts with a municipality (Town of Falmouth) addressing coastal resilience in the midst of present flood risk that is increasing in the future with sea level rise and increasing storm intensity. In this case, the project is focused on protecting and potentially relocating an important low-lying road segment at risk, along with a bike path, and utility infrastructure. The project also involves shared grant funding from a state program, and depends on results from a high-resolution flood risk model.	
Specific Scope of Work Performed in Similar Areas: Working with a multi-disiplinary team, Woods Hole Group provided climate change assessment, coastal engineering and design, and flood risk modeling services in the overall development of the Master Plan for Moakley Park. While Moakley Park itself is at potential flood risk in the future, it also represented a major flood pathway for the City of Boston, as flood water entering through Moakley Park extended to the north and south flooding major portions of the City. Therefore, the Master Plan for Moakley Park focused not only on improving the public amenities and recreational value of Moakley Park, but also building resilience for the Park and inland areas. Woods Hole Group provide sea level rise, storm risk assessment, and coastal expertise throughout the development of the vision plan and master plan process.	

****Please only use one (1) form for each project reference being used****

TOWN OF PALM BEACH

MINIMUM QUALIFICATIONS FORM

Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Bidder has when making a determination of award. All decisions of the Town are final. Contractors, with its bid, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents.

Company: Woods Hole Group, Inc.	Solicitation: RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach
Part I— Contract Information	
Customer Name: Town of Braintree	Contact Name: Kelly Phelan
Project Location: Watson Park, Braintree, MA	Contact Title: Planning & Community Development
	Contact Email: kphelan@braintreema.gov
	Contact Phone: 781-794-8233
Contract Identification Number: BPR 1901	
Type of Contract: Fixed Fee	Orignal Dollar Value: ~$105,000
Contract Start Date: Sept 24, 2019	Final Dollar Value: ~$280,000
Contract Completion Date: Ongoing	Estimated/Actual - Completion Date: Ongoing
Explanation of Cost Growth/Change Orders (if applicable): N/A	
Part II—Project Description and Relevance	
Relevancy: This project is relevant to Palm Beach because it specifically involves contracts with a municipality (City of Boston) addressing coastal resilience in the midst of present flood risk that is increasing in the future with sea level rise and increasing storm intensity. In this case, the project focuses on protecting extensive landward infrastructure of East Boston. The project also involves shared grant funding from a state program, depends on results from a high-resolution flood risk model, and is part of the broader Climate Ready Boston initiative.	
Specific Scope of Work Performed in Similar Areas: Watson Park is an urban park located on the Weymouth Fore River in Braintree, MA. The park's shoreline had been experiencing significant erosion, which threatened existing coastal resource areas and recreational use of the park. Woods Hole Group has assisted the Town of Braintree in acquiring four years of CZM Coastal Resilience Grant funding to 1) conduct a feasibility study, 2) design and permit a living shoreline design to mitigate the ongoing erosion, improve the coastal resiliency of the property, and restore historic salt marsh habitat, 3) develop final construction drawings and bid documents in preparation for project implementation, and 4) construction The project is being constructed presently, and includes unique design aspects, such as: • Salt marsh sill, essentially restoring salt marsh on an unvegetated mud flat, for energy buffering capacity, to establish a baseline for more protection landward, and to incorporate a living shoreline approach. • Flood protection berm landward of restored marsh to mitigate flood risk up to 2070 flood horizon. • Rain gardens and drainage systems landward of the berm to accommodate storm water from precipitation and potential berm overtopping, and return flood waters back to the Fore River to prevent sustained upland flooding. • Long-term vision to even remove the berm and allow for natural wetland migration in the future should climate change eventually result in exceedance of the 2070 planning horizon.	

****Please only use one (1) form for each project reference being used****

TOWN OF PALM BEACH

MINIMUM QUALIFICATIONS FORM

Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Bidder has when making a determination of award. All decisions of the Town are final. Contractors, with its bid, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents.

Company: Woods Hole Group, Inc.	Solicitation: RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach
Part I— Contract Information	
Customer Name: Town of Sandwich	Contact Name: David Decoto
Project Location: Sandwich, MA	Contact Title: Director, Dept of Natural Resources
	Contact Email: ddeconto@sandwichmass.org
	Contact Phone: 508-833-8054
Contract Identification Number: N/A	
Type of Contract: Fixed Fee	Orignal Dollar Value: ~$105,000
Contract Start Date: Oct 7, 2021	Final Dollar Value: ~$105,000
Contract Completion Date: Ongoing	Estimated/Actual - Completion Date: Ongoing
Explanation of Cost Growth/Change Orders (if applicable): N/A	
Part II—Project Description and Relevance	
Relevancy: This project is relevant to Palm Beach because it specifically involves contracts with a municipality (Town of Sandwich) addressing coastal resilience in the midst of present flood risk that is increasing in the future with sea level rise and increasing storm intensity. The project is focused on boosting coastal resilience on the exposed open coast and back bay sides of the Town, much like Palm Beach. On the exposed coast, the program depends on a beach and dune restoration initiative. On the back bay side, various initiatives are being introduced to manage floodwaters. The project also involves shared grant funding from a state program, and depends on results from a high-resolution flood risk model. It is partly constructed, and partly in the planning and permitting stages. The work also involves collaboration with the US Army Corps of Engineers with adjacent federal channel and inlet system that interrupts natural sediment transport.	
Specific Scope of Work Performed in Similar Areas: Watson Park is an urban park located on the Weymouth Fore River in Braintree, MA. The park's shoreline had been experiencing significant erosion, which threatened existing coastal resource areas and recreational use of the park. Woods Hole Group has assisted the Town of Braintree in acquiring four years of CZM Coastal Resilience Grant funding to 1) conduct a feasibility study, 2) design and permit a living shoreline design to mitigate the ongoing erosion, improve the coastal resiliency of the property, and restore historic salt marsh habitat, 3) develop final construction drawings and bid documents in preparation for project implementation, and 4) construction The project is being constructed presently, and includes unique design aspects, such as: • Salt marsh sill, essentially restoring salt marsh on an unvegetated mud flat, for energy buffering capacity, to establish a baseline for more protection landward, and to incorporate a living shoreline approach. • Flood protection berm landward of restored marsh to mitigate flood risk up to 2070 flood horizon. • Rain gardens and drainage systems landward of the berm to accommodate storm water from precipitation and potential berm overtopping, and return flood waters back to the Fore River to prevent sustained upland flooding. • Long-term vision to even remove the berm and allow for natural wetland migration in the future should climate change eventually result in exceedance of the 2070 planning horizon.	

****Please only use one (1) form for each project reference being used****

TOWN OF PALM BEACH

MINIMUM QUALIFICATIONS FORM

Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Bidder has when making a determination of award. All decisions of the Town are final. Contractors, with its bid, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents.

Company: Woods Hole Group, Inc.	Solicitation: RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach
Part I— Contract Information	
Customer Name: Town of Duxbury	Contact Name: Valerie Massard
Project Location: Duxbury, MA	Contact Title: Director, Dept of Natural Resources
	Contact Email: Massard@town.duxbury.ma.us
	Contact Phone: 781-834-1100
Contract Identification Number: N/A	
Type of Contract: Fixed Fee	Orignal Dollar Value: ~$132,000
Contract Start Date: July 29, 2019	Final Dollar Value: ~$132,000
Contract Completion Date: June 30, 2020	Estimated/Actual - Completion Date: June 30, 2020
Explanation of Cost Growth/Change Orders (if applicable): N/A	
Part II—Project Description and Relevance	
Relevancy:	
Specific Scope of Work Performed in Similar Areas: Woods Hole Group conducted a detailed vulnerability assessment for municipal infrastructure and natural resources for the Town of Duxbury, and private infrastructure in an important waterfront business district (Snug Harbor). The sea level rise and storm surge vulnerability assessment was funded by a Massachusetts Municipal Vulnerability Preparedness (MVP) Program Action Grant. The study prioritized high risk assets and provided recommendations for physical adaptations and regulatory changes. Additionally, Woods Hole Group used the Sea Level Affecting Marshes Model (SLAMM) to identify potential flooding impacts to natural resources and highlight opportunities to facilitate marsh migration. Wherever practicable, Woods Hole Group identified regional solutions using nature-based or hybrid solutions. Woods Hole Group worked closely with the Town's Steering Committee and Snug Harbor stakeholders to understand the importance of each asset to the Town's ability to provide municipal services and the operations of each Snug Harbor business or non-profit. Woods Hole Group developed a customized asset rating system that enabled Snug Harbor organizations to assess the economic, operational, and business planning impacts of asset flooding. Woods Hole Group also collaborated with the Metropolitan Area Planning Council on Snug Harbor resilience planning and public outreach.	

****Please only use one (1) form for each project reference being used****

ATTACHMENT E. DISADVANTAGED BUSINESS ENTERPRISES

06-14-22 1 CM Backup

Palm Beach County
Office of Equal Business Opportunity

Certifies That

COASTAL PROTECTION ENGINEERING LLC.

Vendor # **VS0000014339**

is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

November 06, 2020 to November 05, 2023

The following services and/or products are covered under this certification:

Environmental Impact Studies; Geographic Information Systems (GIS); Hydrological and Oceanography Services; Ocean Engineering Services

Allen Gray, Manager
11/06/2020

PALM BEACH COUNTY • FLORIDA

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Gregg K. Weiss
Mary Lou Berger
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

361

SCAPE is a certified Women-owned Business Enterprise (WBE). We strongly believe in fostering local partnerships and supporting the professional services of small, minority-owned, women-owned and veteran-owned businesses to serve local communities.

SAM.GOV®

SOBIS, INC.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
079250053	**XPYVU2NVK9G5**	**71RW9**
Purpose of Registration	Registration Status	Expiration Date
All Awards	**Active**	**Mar 4, 2022**
Physical Address	Mailing Address	
11812 Arbor Glen DR **Fredericksburg, Virginia 22407-8549** **United States**	**11812 Arbor Glen Drive** **Fredericksburg, Virginia 22407-8549** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Sobis Inc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Virginia 07	**Virginia / United States**	**www.sobisinc.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 4, 2021	**Mar 4, 2021**	**Jan 13, 2014**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 10, 2014	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**

Profit Structure

For Profit Organization

Socio-Economic Types

Minority Owned Business
Self Certified Small Disadvantaged Business
Economically Disadvantaged Women Owned Small Business
Woman Owned Small Business
Woman Owned Business
Black American Owned

SBA Certified 8(a) Program Participant
Entrance Date: **Feb 17, 2021**
Exit Date: **Feb 16, 2030**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**71RW9**

Points of Contact

Electronic Business

Sonya M Ford, President and CEO	**11812 Arbor Glen Drive Fredericksburg, Virginia 22407 United States**
William Bohn, Chief Operating Officer	11812 Arbor Glen Drive Fredericksburg, Virginia 22407 United States

Government Business

Sonya M Ford, President and CEO	**11812 Arbor Glen Drive Fredericksburg, Virginia 22407 United States**
William Bohn, Chief Operating Officer	11812 Arbor Glen Drive Fredericksburg, Virginia 22407 United States

Past Performance

William Bohn, Chief Operating Officer	**11812 Arbor Glen Drive Fredericksburg, Virginia 22407 United States**
Sonya M Ford, President and CEO	11812 Arbor Glen Drive Fredericksburg, Virginia 22407 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541990**	**All Other Professional, Scientific, And Technical Services**
	238210	**Electrical Contractors And Other Wiring Installation Contractors**
	541310	**Architectural Services**
	541330	**Engineering Services**
	541360	**Geophysical Surveying And Mapping Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541511	**Custom Computer Programming Services**
	541512	**Computer Systems Design Services**
	541611	**Administrative Management And General Management Consulting**

541618	**Services**
541620	**Other Management Consulting Services**
	Environmental Consulting Services
541690	**Other Scientific And Technical Consulting Services**
541930	**Translation And Interpretation Services**
561110	**Office Administrative Services**
561210	**Facilities Support Services**
561621	**Security Systems Services (Except Locksmiths)**
562112	**Hazardous Waste Collection**
562211	**Hazardous Waste Treatment And Disposal**
562910	**Remediation Services**
562998	**All Other Miscellaneous Waste Management Services**
611430	**Professional And Management Development Training**
811213	**Communication Equipment Repair And Maintenance**
924110	**Administration Of Air And Water Resource And Solid Waste Management Programs**

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Any		

U.S. Small Business Administration

kenia.montano@sba.gov | 804-253-9087 | www.sba.gov/va
Richmond District Office| 400 N. 8th Street, Suite 1150 | Richmond, VA 23219

2/26/2021

SOBIS, INC (DUNS: 079250053)
Sonya Ford
11812 Arbor Glen Dr.
Fredericksburg, VA 22407

Dear 8(a) participant,

Congratulations on your certification for the 8(a) Business Development (BD) Program! We have received official notification that you are assigned to our office, the Richmond District Office (RDO). Kenia Montano is assigned as your Business Opportunity Specialist (BOS) and will be your dedicated point of contact to assist your firm during its participation in the 8(a) Business Development Program.

Here are your next steps:

1. **Participation Agreement**
   - Read, sign, and return the Participation Agreement to our office, as soon as possible, yet no later than 3/5/2021. SBA requires the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement showing he or she understands the conditions of 8(a) BD program participation. If you have already submitted this to our office, please disregard.
2. **Business Plan**
   - Develop and submit your Business Plan. SBA requires certified firms to promptly submit a business plan which must be approved by the SBA before the firm is eligible to receive any 8(a) benefits – including 8(a) contacts. Once approved, the business plan will be reviewed annually and may be modified as needed. We offer an optional format for business plans.
   - To consider the optional 8(a) Business Plan Form 1010C, please go to our website and click on "forms". You can also utilize one of our free Resource Partners in order to assist you in developing your Business Plan. Their office locations can be found on our website by clicking "Local Assistance"
   - In addition, please see the attached page for additional resources in developing your business plan.
   - Please submit your Business Plan, as soon as possible, yet no later than 4/26/2021
3. **Orientation**
   - We hold orientation every quarter. Due to the current COVID-19 pandemic the Richmond District Office is working on an online orientation session. More details to follow. Please go to the following link in order to register for our next event (March 23, 2021): https://rd8aorientation.eventbrite.com.

Best wishes for success as your enjoy a challenging and rewarding tenure in the program! Any questions or concerns can be addressed to your Business Opportunity Specialist at the undersigned information.

Sincerely,

Kenia Montano
Business Opportunity Specialist
Business Plan Development Assistance

U.S. Small Business Administration

kenia.montano@sba.gov | 804-253-9087 | www.sba.gov/va
Richmond District Office| 400 N. 8th Street, Suite 1150 | Richmond, VA 23219

This list of resources may be overwhelming, but we encourage you to explore the links in order to produce a Business Plan that is clear and concise and one that is truly useful for you and your growing business. To reiterate the last link, take advantage of the many free resources available that can assist you further. These resources can be found online at: https://www.sba.gov/tools/local-assistance. Simply type your zip code into the search bar and you will find other resources near you.

BOS Questions or Comments	*Suggested Research*
Comprehensive Business Plan Development Assistance (step-by-step) tutorials	• https://www.sba.gov/writing-business-plan
Legal Name and Address Please verify your business address. The address listed on the 1010C is different than what we have on file and what is listed on your business card/website.	• State Corporation Commission ○ http://www.scc.virginia.gov/
Diversification Including Business Activity Targets	• https://www.sba.gov/category/navigation-structure/starting-managing-business/managing-business/growing-your-business
Marketing Plan Developing a Marketing Plan	• https://www.sba.gov/content/developing-marketing-plan • https://www.sba.gov/content/marketing-101-basics • https://www.sba.gov/content/marketing-201
Cash Flow Projections and Capture Management In addition, perform NAICS research	• https://www.sba.gov/blogs/projecting-your-business-cash-flow-made-simple • https://www.score.org/resources/financial-projections-template • https://www.score.org/search/apachesolr_search/cash%20flow • http://www.census.gov/eos/www/naics/ • http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm • https://www.fpds.gov/fpdsng_cms/index.php/en/ • http://fbo.gov/ • http://smallbusiness.data.gov/
Web-based Branding Verify that you are consistent on the web i.e. name, address, contact information.	• www.sam.gov • http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm
Capability Statement Produce and submit a capability statement including past performance history.	• https://www.hhs.gov/grants/contracts/get-ready-to-do-business/sample-capability-statement/index.html
Local Assistance Including Procurement & Technical Assistance Centers (PTACs)	• https://www.sba.gov/tools/local-assistance

ATTACHMENT F. LICENSES

Society of Wetland Scientists
Professional Certification Program, Inc

grants the designation

Professional Wetland Scientist

For

Adam Finkle, M.S.

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 06/20/2018. Professional Wetland Scientist number 2960. Due to recertify by 06/20/2023.



Ben LePage, PWS
President

Robert D. Shannon, Ph.D., PWS
Review Panel Chair

06-14-22 TCM Backup

COMMONWEALTH OF MASSACHUSETTS

DIVISION OF PROFESSIONAL LICENSURE

BOARD OF ENGINEERING

ISSUES THE FOLLOWING LICENSE

REG/PROF CIVIL ENGINEER

KIRK F BOSMA
107 WATERHOUSE RD
BOURNE, MA 02532-3890

LICENSEE SIGNATURE

45849	06/30/2022	965011
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

COPY

06-14-22 TCM Backup

COMMONWEALTH OF MASSACHUSETTS

DIVISION OF PROFESSIONAL LICENSURE

BOARD OF

ENGINEERING

ISSUES THE FOLLOWING LICENSE

REG/PROF LAND SURVEYOR

JOEL R KUBICK
PO BOX 647
NORTH FALMOUTH, MA 02556-0647

LICENSEE SIGNATURE

46712	06/30/2022	859217
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

copy

06-1422 TCM Backup

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DIVISION OF PROFESSIONAL LICENSURE

BOARD OF

ENGINEERING

ISSUES THE FOLLOWING LICENSE

REG/PROF CIVIL ENGINEER

JOEL R KUBICK
PO BOX 647
NORTH FALMOUTH, MA 02556-0647

LICENSEE SIGNATURE

48092	06/30/2022	859212
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

372

Please visit our web site at http://www.mass.gov/dpl/boards/EN

MITCHELL BUCK
30 COLERIDGE DR
FALMOUTH, MA 02540

(EN)

Fold, Then Detach Along All Perforations

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ENGINEERING
ISSUES THE FOLLOWING LICENSE
REG/PROF CIVIL ENGINEER

MITCHELL BUCK
30 COLERIDGE DR
FALMOUTH, MA 02540

LICENSEE SIGNATURE

LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER
51147	06/30/2020	494855

DELAWARE ASSOCIATION OF PROFESSIONAL ENGINEERS
92 Read's Way, Suite 208
New Castle, DE 19720
Phone: 302-323-4588
Email: office@dape.org

Professional Engineers

Person Information

Name:	Matthew F Shultz
Discipline:	Civil Engineering

Address Information

Address (City, State, Zipcode):	Marion, MA, 02738

License Information

License Number:	21748
License Status:	Active
License Expires:	06/30/2022

LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD

As of 7/7/2021 the Louisiana Professional Engineering and Land Surveying Board (LAPELS) has the following information on file:

Mr. Matthew Frederick Shultz
107 Waterhouse Road
Bourne, MA 02532

Cut Here

LOUISIANA PROFESSIONAL ENGINEERING & LAND SURVEYING BOARD (LAPELS)
9643 Brookline Avenue, Suite 121
Baton Rouge, LA 70809
Phone (225) 925-6291
www.lapels.com

Mr. Matthew Frederick Shultz

License/Certificate Type - Number: PE.0036650

Expiration Date: 03/31/2022

Status: ACTIVE

Fold Here

Please be advised that your license must be in "Active" status in order for you to (a) provide or offer to provide engineering or land surveying services in Louisiana or (b) use the words "engineer", "engineering", "land surveyor", "land surveying" or any modification or derivative thereof in your name or in connection with your business or activities in Louisiana. Licensees whose licenses are in "Retired", "Inactive", or "Expired" status are prohibited from engaging in the activities described above in items (a) and (b).

LA R. S. 37:689 requires firms practicing or offering to practice engineering or land surveying in the state of Louisiana to be licensed by the Board prior to offering such services.

Print and keep the following information for your record or verification. The pocket card may also be printed on card stock or laminated to keep with you as license/certificate verification.

Disclaimer
All information provided by LAPELS on this web page, and on its other web pages and internet sites, is made available to provide immediate access for the convenience of interested persons. While LAPELS believes the information to be reliable, human or mechanical error remains a possibility, as does delay in the posting or updating of information. Therefore, LAPELS makes no guarantee as to the accuracy, completeness, timeliness, currency, or correct sequencing of the information. Neither LAPELS, nor any of the sources of the information, shall be responsible for any errors or omissions, or for the use or results obtained from the use of this information. Other specific cautionary notices may be included on other web pages maintained by LAPELS.

If you need to make changes to your contact information, please choose one of the following options below:

Contact update for Individuals and Firms

License/Certificate Types:

EF = Engineering Firm VF = Land Surveying Firm

CPD = Continuing Professional Development Sponsor/Provider

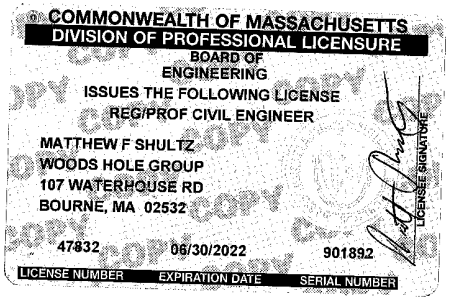
*PE = Professional Engineer *PLS = Professional Land Surveyor

*EI = Engineer Intern *LSI = Land Surveyor Intern

*PE Discipline Codes

AG	Agricultural	ME	Mechanical
AR	Architectural	MI	Mining or Mineral
CH	Chemical	MT	Metallurgical
CE	Civil	MU	Manufacturing
CS	Control Systems	NV	Naval Architecture & Marine
EE	Electrical & Computer	NU	Nuclear
EV	Environmental	ST	Structural *
FP	Fire Protection	PT	Petroleum
IE	Industrial		

* An engineer that has passed the Structural I exam is listed as a Civil Engineer. An engineer that has passed both the Structural I and II exams is listed as Structural (ST) and a Civil (CE) Engineer.

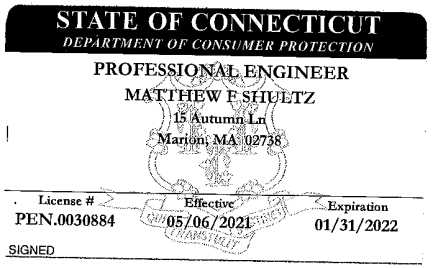


COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ENGINEERING
ISSUES THE FOLLOWING LICENSE
REG/PROF CIVIL ENGINEER

MATTHEW F SHULTZ
WOODS HOLE GROUP
107 WATERHOUSE RD
BOURNE, MA 02532

LICENSEE SIGNATURE

47832	06/30/2022	901892
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

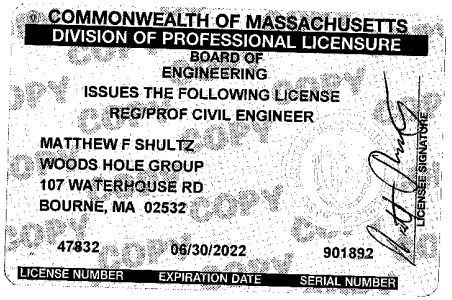


STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

PROFESSIONAL ENGINEER
MATTHEW F SHULTZ
15 Autumn Ln
Marion, MA 02738

License #	Effective	Expiration
PEN.0030884	05/06/2021	01/31/2022

SIGNED

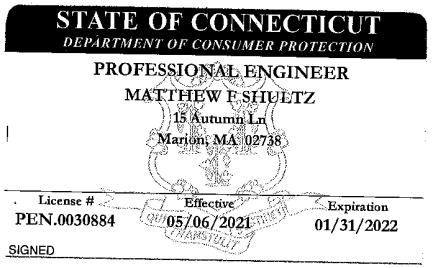


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MATTHEW F SHULTZ
WOODS HOLE GROUP
107 WATERHOUSE RD
BOURNE, MA 02532

LICENSEE SIGNATURE

47832	06/30/2022	901892
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER



STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

PROFESSIONAL ENGINEER
MATTHEW F SHULTZ
15 Autumn Ln
Marion, MA 02738

License #	Effective	Expiration
PEN.0030884	05/06/2021	01/31/2022

SIGNED

06-14-22 TCM Backup

ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.

CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

M. Leslie Fields, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-14-07618, ISSUED 4/17/2014. THIS CERTIFICATE SHALL EXPIRE 7/31/2022, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

CERTIFICATION BOARD OF REGENTS
PRESIDENT, LOUIS T. GREENWELL, GISP, CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

ASFPM CFM® CERTIFIED

State of Florida
Department of State

I certify from the records of this office that GHD SERVICES INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on October 16, 2003.

The document number of this corporation is F03000005291.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 15, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of April, 2021



Secretary of State

Tracking Number: 2941958311CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

March 23, 2022

GHD, INC.
320 GODDARD STE 200
IRVINE, CA 92618-4613

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB8496

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

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.: **LB8496**
Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

GHD, INC.
320 GODDARD STE 200
IRVINE, CA 92618-4613

nicole fried

NICOLE "NIKKI" FRIED
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.

Licensee

Name:	**ENOS, GABRIELLE M**	License Number:	**605**
Rank:	**Professional Geologist**	License Expiration Date:	**07/31/2022**
Primary Status:	**Current**	Original License Date:	**01/04/1989**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	GHD SERVICES INC	Professional Geologist	10/01/2013	Geology Business Information	

Ron DeSantis, Governor

Halsey Beshears, Secretary

06-14-22 TCM Backup

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

ENOS, GABRIELLE M

GHD SERVICES INC
5904 HAMPTON OAKS PARKWAY
SUITE F
TAMPA FL 33610

LICENSE NUMBER: PG605

EXPIRATION DATE: JULY 31, 2022

Always verify licenses online at MyFloridaLicense.com

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Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Licensee

Name:	**MOORE, BRIAN**	License Number:	**64017**
Rank:	**Professional Engineer**	License Expiration Date:	**02/28/2023**
Primary Status:	**Current**	Original License Date:	**02/06/2006**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
9931	Current	GHD SERVICES INC	Registry	09/12/2019	Registry	

Ron DeSantis, Governor

06-14-22 TCM Backup

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MOORE, BRIAN

13125 SANCTUARY COVE DRIVE
#104
TAMPA FL 33637

LICENSE NUMBER: PE64017

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

385

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Licensee Details

Licensee Information

Name:	**COASTAL PROTECTION ENGINEERING LLC (Primary Name)**
Main Address:	**5301 NORTH FEDERAL HWY** **SUITE 335** **BOCA RATON Florida 33487**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**33370**
Status:	**Current**
Licensure Date:	**09/12/2019**
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

State of Florida
Department of State

I certify from the records of this office that COASTAL PROTECTION ENGINEERING LLC is a limited liability company organized under the laws of the State of Florida, filed on June 25, 2019.

The document number of this limited liability company is L19000166989.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 22, 2021, 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 Fifteenth day of June, 2021



Secretary of State

Tracking Number: 0638592639CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Town of Palm Beach
RFQ No. 2022-16
Coastal Resiliency Consultant for Town of Palm Beach



May 2022

PREPARED FOR:
Town of Palm Beach
Purchasing Division
951 Okeechobee Road
West Palm Beach, FL 33401

PREPARED BY:
Woods Hole Group, Inc.
A CLS Company
107 Waterhouse Road
Bourne, MA 02532 USA

Town of Palm Beach
RFQ No. 2022-16

Coastal Resiliency Consultant for Town of Palm Beach

May 2022

Prepared for:
Town of Palm Beach
Purchasing Department
951 Okeechobee Road
West Palm Beach, FL 33401

Prepared by:
Woods Hole Group
A CLS Company
107 Waterhouse Road
Bourne, MA 02532 USA
(508) 540-8080

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1.0 SOLICITATION PACKAGE, FORMS AND EVALUATION FACTORS

1.1 Details of Solicitation

All components and related documents addressed and uploaded as required via Mercell

1.2 Required Forms and Acknowledgements

All forms and supporting documents addressed and uploaded as required via Mercell

1.3 Evaluation Factors

These elements are addressed directly in uploaded documents via Mercell for Sections 1.3.1, 1.3.2, 1.3.3, 1.3.4., and 1.3.6 individually. There is no response required for Section 1.3.5 per the Solicitation. These sections build on and reference each other naturally as one combined document to facilitate presentation and Town review of our offering.

1.3.1 Qualifications/Experience of Firm (30%)

Woods Hole Group is pleased to offer as the prime contractor to the Town of Palm Beach in response to RFQ No. 2022-16 for Coastal Resiliency Consulting services. As a current prime contractor to the Town for Coastal Engineering Services under RFQ No. 2014-04, and with a history of supporting the Town on various assignments since before the year 2000, Woods Hole Group fully understands the requirements and expectations of the Town. Our prior services to the Town traditionally focused on shore protection strategies, long-term coastal management planning, project-specific recommendations and refinements, performance analysis, and public engagement. Since 2017, our services to the Town have expanded directly toward coastal resiliency. We've worked with the Town to define present and future flood risk in a changing climate with sea level rise, identify assets and resources at risk now and increasingly in future, and formulate specific actions the Town can take to manage risk and build resiliency. We are proud to have worked closely with Town staff, officials, and the public to author Level-Up Palm Beach – the Implementation Plan upon which many of the scope items defined for this RFQ are based.

To date, our offering to the Town focused on what Woods Hole Group can provide exclusively with in-house resources. Given the breadth of potential activities needed to effectively serve the Town on this procurement for Coastal Resiliency Consulting, we are pleased to offer a wider range of services by building a team of like-minded and exclusively-committed partners. Our forthright approach is to offer this full-service team so the Town can confidently select one contractor in response to this RFQ. We believe it is in the best interest of the Town to have access to a single turnkey team to stay focused, consistently fulfill and advance Town objectives, build on the strong established trust earned between Woods Hole Group, these partners, and the Town to work as one unified team, and frankly to save time and money. The theme of our team is to be personal and locally-focused, while also offering national and global exposure and

creativity, and giving the Town access to a wider capacity of resources when needed to respond or accelerate work.

We are proud to offer the team illustrated by Figure 1.

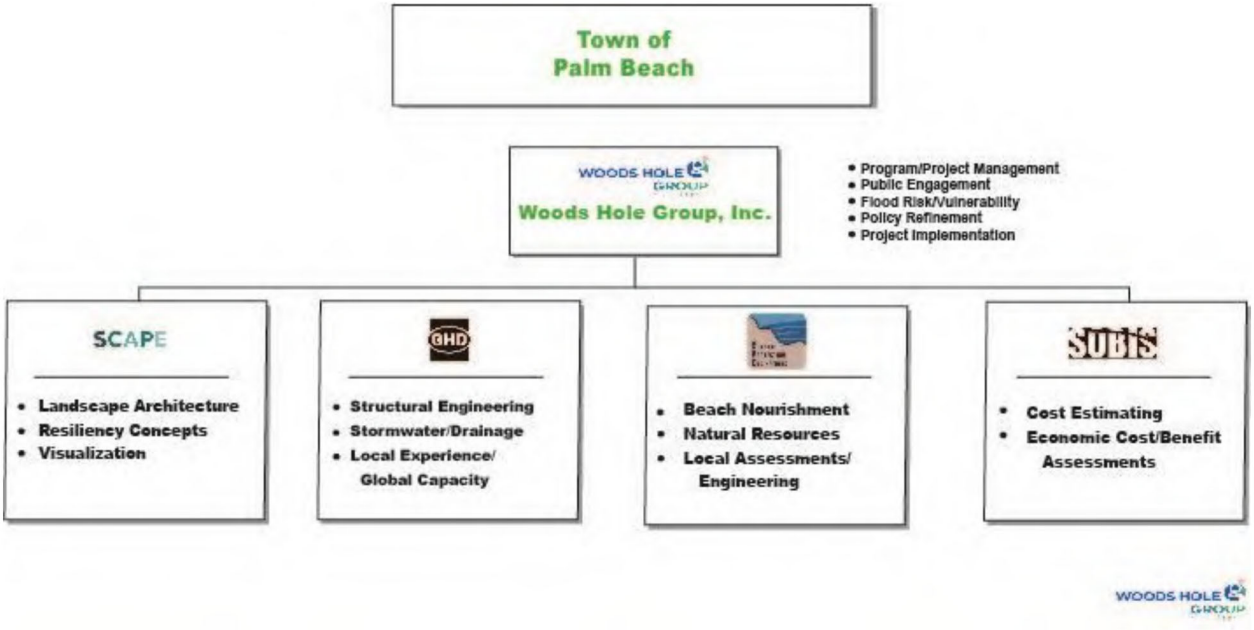


Figure 1. Team Organization Chart

Woods Hole Group (http://www.woodsholegroup.com/) will be the prime contractor and primary interface directly reporting to the Town. We are confident we can lead the majority of the work from a technical perspective, while effectively engaging our partners. Woods Hole Group is comprised of coastal engineers and scientists, and coastal resiliency experts, and we have unparalleled experience working with the Town on these matters, having formulated the Level-Up Palm Beach Plan.

GHD (https://www.ghd.com/en/) is our exclusive multi-service engineering partner, offering long-term Palm Beach specific experience via key personnel, as well as the resources of a global A&E firm. Bob Hamilton at Woods Hole Group and Mike Barnett at GHD have collaborated effectively on Palm Beach projects for more than 20 years, dating back to Woods Hole Group's review of the ATM Comprehensive Coastal Management Program update, and through current collaboration on design refinements for the Palm Beach seawall project. GHD will be a particularly strong partner for structural projects, as well as larger-scale flood control projects, and drainage engineering components, if needed.

Coastal Protection Engineering is also committed exclusively to the Woods Hole Group team and provides the valued presence of a locally focused coastal engineering and scientific firm. Coastal

Protection Engineering personnel Tom Pierro and Lindino Benedet are well-known to Woods Hole Group, including Program Manager Bob Hamilton, having directly collaborated on projects outside Palm Beach, and indirectly advancing Palm Beach coastal program interests while both actively working with the Town. Their recent expertise for Palm Beach relates to beach projects in the coastal program and natural resource assessments. Together with GHD, we offer solid engineering "boots on the ground."

Scape Studio (https://www.scapestudio.com) is an award-winning, design-driven landscape architecture firm with proven expertise creating coastal resilience design concepts and related visualizations. Woods Hole Group and Scape collaborate extensively on similar projects and are excited to bring this exclusive teaming arrangement to the Town of Palm Beach. Scape is a creative idea studio that will allow us to bring concepts from Level-Up Palm Beach to reality, such as flood protection strategies for the Lake Worth Shoreline and the neighborhood-scale projects. Public engagement and education also will be cornerstones of Scape's offering to the team. Their relevant experience spans Boston to Louisiana.

SOBIS (https://sobisinc.com/) is a small, woman and minority-owned 8(a) Certified business, focused on reducing risk and building resilience. They are exclusively committed to the Woods Hole Group team for Palm Beach, bringing a breadth of experience for hazard planning solutions for both government and commercial clients. A focus of their climate change adaptation planning services is consideration of economic impacts, cost estimating and approximation of potential economic losses from projected future flooding. Having this skillset at the disposal of the Woods Hole Group team on behalf of Town of Palm Beach will help with prioritization, as well as project planning, budgeting, and implementation.

1.3.1.1 Company Credentials

Woods Hole Group is a leading planning, engineering, and science firm working to build more resilient coastal communities and ecosystems. Specialty services include high resolution numerical flood modeling, climate change vulnerability assessments, adaptation planning, and resilient design of traditional and nature-based flood mitigation solutions. The company has supported a diverse government, private and industrial client base since 1986. We are based in Bourne, MA with client-centered offices in DC, DE, FL, and TX.

Woods Hole Group operates four Business Units:

- Environment & Climate – Consulting: This is the Unit that is focused on Coastal Environmental Scientific and Engineering Consulting services that will support Town of Palm Beach directly.
- Environment & Climate – Satellite Telemetry: This Unit is unlikely to be required by Town of Palm Beach and is largely focused on using space-based technologies to monitor the earth and telemeter data from remote locations.

- Energy & Infrastructure – Metocean Services: This Unit is mostly focused on making meteorological and oceanographic measurements to support offshore energy and port / harbor operations. Personnel from this team will support the Town if we proceed with the water level monitoring program.
- Sustainable Fisheries Management – This Unit helps fishers comply with federal and state regulations by providing hardware and software to track and manage fishing vessel movements and catch reports required by the government.

More information about Woods Hole Group's range of services and departments is provided in Attachment A.

Woods Hole Group will manage the project, lead the team's overall technical efforts, and support external engagement activities. Our role includes mapping built and natural assets and populations, modeling present and future flood risks, and carrying out the risk assessment. We will also lead the collaborative effort to develop implementable resiliency strategies with our proposed project partners, the Town, and stakeholders.

Woods Hole Group has been serving Palm Beach since 1997, starting with a review of the Comprehensive Coastal Management Plan Update prepared by ATM, continuing through multiple direct assignments, and multi-year contracts with the Town, and most recently through development of the Palm Beach Flood Risk Model, completion of the Coastal Flood Risk Vulnerability Assessment, publication of the Level-Up Palm Beach resiliency implementation plan, and successful grant applications to Resilient FL program. Through this work, we have developed a unique understanding of the existing coastal flooding hazards along the Atlantic Ocean and Lake Worth Lagoon, the Town's shoreline conditions and stabilization projects, and areas of potential flood exposure and pathways.

GHD is one of the world's leading professional services companies operating in the global market sectors of environment, energy and resources, water, property and buildings, and transportation. GHD provides engineering, environmental, and construction services to help clients create lasting community benefits. A 100 percent employee-owned company, GHD is rich in diversity of thought, background, and experience. GHD's more than 10,000 empowered people in 200+ offices on five continents collaborate seamlessly to understand our clients' objectives, help solve their problems as if they were our own and bring imaginative solutions to life. In North America, we have 4,000 people working as one team across 130 offices. A local office in Wellington, Florida has access to GHD's vast global resources to support the Town's projects with any specialized expertise and/or resources necessary.

GHD delivers projects with high standards of safety, quality, and integrity across the entire project lifecycle – from planning to design, to implementation and post-construction monitoring. GHD is one of the few engineering/consulting firms that have attained an International

Organization for Standardization (ISO) 9001:2015 Certification in Consulting, Engineering, Project Management, Design Services, and Materials Testing. GHD's adherence to the ISO 9001:2015 Quality System results in a high level of service and satisfied clients. GHD values a close working relationship with our key clients and become personally invested in developing environmentally responsive and cost-effective solutions to projects.

GHD's multidisciplinary team of professionals and support staff is uniquely qualified to provide all the professional services defined by the scope of this contract which requires coastal engineering design and modeling, planning, permitting, environmental resource considerations, and bid and construction phase services for the Town. GHD's key personnel have worked with the Town of Palm Beach for over 20 years. The GHD Team has a long history of serving the Town, and we value the opportunity to continue that service by supporting Woods Hole Group in the implementation of the Town's Coastal Resiliency Program. The GHD Team recognizes the importance of thoroughly understanding the Town's priorities and needs for project delivery and efficient communication under this contract. The GHD Team is fully committed to satisfying the requirements of each task order issued under this contract.

Identifying Needs. Understanding and managing the effects of an uncertain climate and ocean levels on shorelines and marine resources are critical for coastal communities to continue thriving. Detailed research and modeling of complex physical systems can point to the right solutions and help meet rigorous project demands and approvals. GHD has extensive experience in delivering coastal solutions to communities across the world, particularly in North America. This experience has given us a deeper understanding of the coastal environment, enabling us to develop a methodical, sensible, innovative, and dynamic approach to these projects.

Services. GHD's coastal services include background and baseline studies, strategic and planning studies, vulnerability assessments, and engineering. Comprehensive services span from feasibility through construction and post-construction monitoring, and include the following:

- Coastal and estuarine processes
- Hydrodynamic, sediment, and WQ modeling
- Living shoreline techniques
- Environmental permitting
- Sea level rise and wave run-up analysis
- Dredging studies and design
- Sediment management (incl. contaminants)
- Navigation engineering
- Community and stakeholder outreach
- GIS mapping
- Coastal geomorphology
- Shore protection and restoration
- Marsh/wetland protection and restoration
- Vulnerability and adaptation assessments
- Marine structural engineering
- Subsea pipeline/marine outfall design
- Waterfront and marina design
- Asset management
- Geotechnical investigation
- Traffic/transport planning and engineering

Benefits. GHD's coastal team will help you plan your future developments through an analysis of coastal processes and responses, consider gray and green solutions to coastal protection, and

identify potential source of funding thorough local, state, and federal grants unique to various coastal components of coastal projects. GHD will help to identify, define, and manage coastal zone impacts and draw on knowledge of biology, infrastructure, climate trends, and regulations to provide holistic solutions that are cost-effective, innovative, and sustainable.

What to expect. With a global network of more than 10,000 people, GHD will use a collaborative approach to address each challenge we encounter. You can expect solid, practical, and innovative advice that draws on a triple bottom line approach, providing successful project execution.

Coastal Protection Engineering LLC (CPE) is a forward-thinking coastal engineering firm founded for the direct purpose of serving coastal communities with beach restoration and coastal protection expertise. CPE differentiates ourselves through a steadfast commitment to our clients and an uncompromising focus on technical excellence, professional expertise, and consistent delivery of high-quality work products. CPE is a Palm Beach County, Florida, Certified Small Business Enterprise (SBE) specializing in coastal engineering, numerical modeling, environmental studies, biological monitoring, oceanography, marine geology, and GIS.

CPE is a multidisciplinary coastal engineering firm founded in 2019 by well-respected industry leading professionals with strong credentials, and decades of experience in coastal programs, and who have worked together for over 15 years to implement projects from concept through construction. As a highly specialized firm dedicated to coastal projects, CPE operates with a clear and direct focus on providing clients with expert consulting services specifically to support projects that restore, manage, and protect coastal resources and infrastructure.

CPE's range of service offerings include coastal engineering design, coastal program management, inlet management plans, numerical modeling of coastal processes, coastal geology, marine hydrographic, geotechnical, and geophysical services, state and federal permitting, project bidding and construction oversight, environmental evaluations, resiliency and sustainability assessments, physical and biological monitoring, and post-construction performance assessments.

Key CPE staff have worked with Town of Palm Beach staff on many projects over the last 15 years, including current work under two direct contracts CPE holds with the Town for coastal engineering and marine resource monitoring. These opportunities have provided us with direct experience and in-depth knowledge of the unique needs of the Town's coastal program. Our direct experience with the Town's program over the course of many years has resulted in a deep understanding of the Town's management objectives and their focus on shore protection. As a sub-consultant to the Woods Hole Group team for this contract, CPE will support the Town's resiliency needs in the context of a broader perspective on the Town's coastal program objectives and environmental setting. As a local small business, CPE's presence in Palm Beach County allows us to be on site quickly and provide the Town with rapid response time to time-sensitive matters

such as site assessments, public meetings, presentations, and to provide technical support to the WHG team.

SCAPE is a design-driven landscape architecture and urban design studio based in New York with offices in New Orleans and San Francisco. We believe landscape architecture can enable positive change in communities through the creation of regenerative living infrastructure and public landscapes. We work to integrate natural cycles and systems into environments across all scales, from the urban pocket-park to the regional ecological plan. We do this through diverse forms of landscape architecture – built landscapes, planning frameworks, research, books, and installations – with the ultimate goal of connecting people to their immediate environment and creating dynamic and adaptive landscapes of the future.

SCAPE's team of 87 staff is experienced in landscape architecture, architecture, urban design, and planning, and we integrate these skillsets to practice design as interpreters and synthetic thinkers. We lead and work with teams of engineers and architects on complex projects, from stormwater streetscapes to large public pedestrian infrastructure, translating technical expertise into legible and engaging public space. We also believe in working with communities and stakeholders to translate complex visions into realizable actions.

At SCAPE, we believe in a layered approach to waterfront resilience, where combinations of creative design and planning techniques enable communities to step down risk while also generating new opportunities for placemaking, education, and both economic and ecological activity. We know we need to think big and long-term but act now, developing implementable projects and policies that set us all on a path to a resilient future. This attitude, and a commitment to the realization and not just expression of these ideas, has put SCAPE at the forefront of creatively planning, designing, and implementing resilience.

Designing resilient landscapes and building resilient cities starts with clear and successful communication to visualize risk and engage communities; requires iterative science-driven design; means working not just with static infrastructure but with living, adaptive landscapes; and necessitates realizing resilience not only through design but through policy, regulation, and adaptive management. We bring this approach to design not only to identified "resilience" projects, but to all our work. We collaborate with multi-disciplinary teams to craft real resilience solutions. We are committed to working with public, private, and non-profit partners to design and implement projects that realize resilience: projects that reduce risk while achieving broader objectives, implementing great design, and increasing the adaptive capacity of both the place and people.

SCAPE's work and collaborations have led to several national awards, including the Buckminster Fuller Challenge Winner, two national American Society of Landscape Architects awards, and several NY American Society of Landscape Architects Awards. In 2017, founder and principal Kate

Orff was named a MacArthur Foundation Fellow, and in 2019 SCAPE was awarded the Cooper Hewitt National Design Award for Landscape Architecture. SCAPE was founded in 2007.

Sobis, Inc. is a small, woman and minority-owned business headquartered in Fredericksburg, Virginia with employees in Virginia, Florida, Maryland, and New Hampshire. We focus on providing climate change adaptation planning, hazard mitigation planning, risk assessments, and spatial solutions for clients, worldwide. Founded in 2014, Sobis planners, risk assessors, GIS specialists, developers, trainers, and project managers work together with our clients to create innovative and cost-effective reports, plans, tools, websites, databases, and maps. For this project, we have brought together a multi-disciplinary team of climate adaptation experts, planners, engineers, and GIS analysts.

Sobis Core Competencies

Climate Adaptation – Sobis risk modeling specialists understand where to obtain downscaled climate data and have developed an internal toolset to derive probabilities for future time horizons. Our technical experts have experience with both climate change data and hazard modeling which means they can be efficient and have a better understanding of what can be modeled. Our climate change team has experience identifying climate change impacts and adaptation strategies in North American, South American, Australia, Africa, and Middle East.

Disaster Management – Sobis offers experience working with clients in the development of short- and long-range program goals and related planning documents pertaining to the following mission areas of Emergency Management: Preparedness, Mitigation, Recovery, and Resilience. Sobis develops plans with the goal to reduce risk and provide maximum protection to people, physical assets, and economic well-being as well as to meet Federal requirements and funding eligibility.

Plans & Policies

- Emergency Operations Plans
- Business Continuity Plans
- Hazard Mitigation Plans
- Flood Mitigation Plans
- Continuity of Ops Plans

Analyses & Studies

- Threat and Hazard Identification
- Risk Assessments
- Post-Disaster Studies
- Strategic, Operational, And Function Specific Plans

Frameworks & Guides

- Plan Integration Guides
- Mitigation Guides/Books
- Long-Term Recovery Plans
- HEPRA Plan Development
- Disaster Preparedness Frameworks

Hazard Risk Assessment – Sobis risk assessment specialists have extensive experience quantifying risk using advanced models for local, state, national, and international clients. They have experience efficiently processing local geospatial and other data so that it may be used in hazard and climate assessments. Sobis has worked with data for cities and for rural counties and towns. They understand what is available and how it can be used to obtain the most useful results.

Geographic Information Systems (GIS) – The Sobis GIS team develops and delivers GIS and geospatial products and services that provide ongoing value to clients. The team of geospatial experts has nearly 60 years of collective professional experience providing geospatial services and has developed hundreds of custom map products for local, state, federal, and international clients over the last five years alone. The Sobis GIS program includes expertise in data conversion and integration, custom mapping, database management, visualization, and analytics. The GIS practitioners are experts in map production processes and ensure that deliverables exceed client specifications for attribution and metadata compliance.

Facilitation, Training, and Capacity Building – Nearly all the Sobis risk assessment specialists, GIS specialists, and application developers have experience with facilitation and training. This experience includes facilitating hazard mitigation meetings with jurisdictions, state experts, and the general public. Sobis trainers are authorized to teach all the Hazus and GIS courses for FEMA at the Emergency Management Institute and usually teach there eight to ten times a year. They have also developed training materials for risk assessment, mitigation planning, climate change adaptation, and GIS concepts.

1.3.1.2 Current Contracts

As explained in 1.3.1.1, Woods Hole Group operates four (4) Business Units (BU). The largest BU – Environment & Climate Consulting – is the Unit that primarily supports the Town of Palm Beach. This Unit represents just under 40% of the staff members and business activity (revenue) of the Woods Hole Group organization as a whole. At any given time, the consulting BU has approximately ~150 active projects. As of March 31, 2022, the top active projects include those listed in the Table below. These top 20 projects represent 58% of the business activity so far in 2022. As further explained in Section 1.3.2.1 and Section 1.3.4 below, Woods Hole Group has the capacity and resources to effectively manage the work envisioned under this contract for the Town of Palm Beach.

Project Name	Client Name
PWD Fiscal Year 2022 WQ Monitoring/Modeling	Philadelphia Water Department
Watson Park CZM Grant FY22 Coastal Resilience	Town of Braintree
MassDOT Flood Risk Assessment	MA - Dept of Transportation
Salem Climate Change Stormwater Management	City of Salem
Coastal Restoration Project Prioritization DE Bay	National Fish & Wildlife Foundation (NFWF)
Katama Bay Dredging	Town of Edgartown
Coastal Resilience Project Site Selection and Permit Scoping	University of Massachusetts Boston & Stone Living Laboratory
Resilient Woods Hole Phase 3	Woods Hole Oceanographic Institution (WHOI), NOAA, & U. Chicago Marine Biological Laboratory
Shoreline Surveying & Monitoring	Siasconset Beach Preservation Fund
Socio-Economic Monitoring for Coastal Resilience Projects	Industrial Economics, Inc. w/ NFWF
Eagle Neck Creek Tidal Restoration Design & Permitting	Fuss & O'Neill w/Town of Truro
Megansett /Squeteague Harbor Dredging Design/Permitting	Megansett / Squeteague Harbors Association
Snow's Creek Tidal Restoration Assessment	Town of Barnstable
DE Bay Dredge Assessment	Anchor/QEA, LLC w/ DE Department of Natural Resources
Ram Island Coastal Resilience & Restoration Project	MA Division of Fish & Wildlife
Belle Isle Marsh Phase I Salt Marsh Restoration and Resilience	Mystic River Watershed Association
Cape Cod Low Lying Roads-MVP-Flood Risk Assessment	Cape Cod Commission
Offshore Wind Development Ecological Monitoring / Compliance	Vineyard Wind
Ft Point Channel Environmental Assessment	Boston Planning and Development Agency
East Harbor Culvert Repair Design, Permitting & Construction	Town of Truro

1.3.1.3 Completed Commercial and/or Government Contracts

Following on Section 1.3.1.2 above, Woods Hole Group Environment & Climate BU, which will primarily support Town of Palm Beach on this contract, has completed more than 2,500 projects in over 30 years continuously operating as a Coastal Environmental Sciences and Engineering consulting business. As of December 31, 2021, the top projects completed are listed in the Table below. These top 20 projects represent 53% of the business activity completed in fiscal year 2021. As further explained in Section 1.3.2.1 and Section 1.3.4 below, Woods Hole Group has

the capacity and resources to effectively manage the work envisioned under this contract for the Town of Palm Beach.

Project Name	Client Name
PWD Fiscal Year 2021 WQ Monitoring/Modeling	Philadelphia Water Department
Marshfield & Duxbury Town Resilience Plan FY21	Town of Marshfield
Environment & Energy Dept Flood Risk Mapping	MA - Dept of Transportation
Coastal Restoration and Resilience Prioritization DE Bay	National Fish & Wildlife Foundation (NFWF)
Nauset Estuary Dredge Permitting	Town of Orleans
Blaney Pt Rock Revetment Construction	Private Land Owner (French)
Barrier Beach Resiliency Project	Duxbury Beach Reservation, Inc.
Argilla Road Resiliency Project	Town of Ipswich
Socio-Economic Monitoring for Coastal Resilience	Industrial Economics, Inc. w/ NFWF
Watson Park Permitting/Const Drawings	Town of Braintree
Falmouth Comprehensive Dredging Permits	Town of Falmouth Harbormaster
Duxbury Town-wide Coastal Vulnerability Assessment	Town of Duxbury
Beach Restoration and Resilience Planning at Coatue/Great Point	The Trustees of Reservations
Coastal Resilience Site Selection and Permit Scoping	University of Massachusetts Boston w/ Stone Living Laboratory
Sunrise Wind Offshore Sediment Transport Modeling	TRC Companies w/ Orsted
Level-Up Palm Beach Implementation Plan	Town of Palm Beach
Martha's Vineyard Resilience Project Intervention/Implementation	The Trustees of Reservations
Mill Pond Restoration Design & Permitting	MA-Div of Ecological Restoration
Truro Center Road Culvert Repair and Wetland Restoration Project	Town of Truro

1.3.1.4 Experience in Similar Jobs

This section presents a range of relevant experience from Woods Hole Group, as well as the project partners. Having completed more than 2,500 projects in more than 30 years of continuous business operations, it is always a challenge to present the breadth and depth of experience. Given the growth of coastal engineering, climate change and flood risk planning, and coastal resiliency recently, we decided to feature one dozen (12) relevant projects for Woods Hole Group specifically, along with a subset of relevant projects for each of our teaming partners. For Woods Hole Group, brief project capsules are presented in the main body of this proposal to facilitate review, and there is an Attachment with more detailed descriptions. The projects highlighted here also are consistent with five (5) client references provided on the Reference Form provided with the RFQ that was uploaded via Mercell. Some of these also overlap with the selection of active projects listed in 1.3.1.2 above. We also include a brief section describing our

past experience specifically for the Town of Palm Beach. We trust our experience with the Town, and that of teaming partners GHD and Coastal Protection Engineering, is familiar to the Town; however, understanding the proposal needs to stand on its own, we felt it important to at least highlight this experience upfront. Of course, more information can be provided upon request.

This section summarizes Woods Hole Group's experience with the Town of Palm Beach, followed by capsules on 12 relevant projects. Attachment B provides more details on a selection of these projects of interest.

Woods Hole Group, and specifically proposed Program Manager for this contract Bob Hamilton, have more than twenty (20) years of experience working with the Town of Palm Beach. Our role has consistently been to provide objective expert support, while collaborating with local partners where appropriate. This is exactly consistent with the approach here for the Coastal Resiliency contract. Our earliest work in the late 1990s was related to sand management at the inlet and collaborations (sometimes then controversial) with the USACE. Woods Hole Group reviewed relevant information, met with Town officials, and suggested a collaborative approach forward, which we hope at some level helped contribute to the substantial quantities of sand now placed on Palm Beach from federal maintenance of Lake Worth Inlet. Around that time, Woods Hole Group also was retained to review the Comprehensive Coastal Management Plan Update prepared by ATM under leadership of Mike Barnett. Bob and Mike worked together to refine a plan that in many ways formed the basis for the projects in the Coastal Management Program today. At that time, Woods Hole Group also advocated for dedicated Town staff to ensure projects would be successful, and to help generate matching funds, which have materialized. Since then, Woods Hole Group reviewed the 10-year CCMP again in 2014 and has provided independent review of project performance data. Around 2017, Woods Hole Group's work for the Town started to focus more on flood risk management, climate change planning, and coastal resiliency. We hope we helped position the Town proactively as the state program has taken off, now with Palm Beach as a leading community. This resiliency work included creating the Palm Beach Flood Risk Model (PB-FRM), conducting the Coastal Flood Vulnerability Assessment, and the Level-Up Palm Beach implementation plan. We are pleased to have worked so closely with the Town and welcome the opportunity to advance this work via this new contract, and with our exclusive project partners.

What follows are a series of project descriptions not related to Palm Beach to communicate to the Town the breadth and depth of our related experience.

Watson Park Shoreline Erosion Mitigation and Coastal Resiliency Project

Town of Braintree
Braintree, MA



Watson Park is an urban park located on the Weymouth Fore River in Braintree, MA. The park's shoreline had been experiencing significant erosion, which threatened existing coastal resource areas and recreational use of the park. Woods Hole Group has assisted the Town of Braintree in acquiring four years of CZM Coastal Resilience Grant funding to 1) conduct a feasibility study, 2) design and permit a living shoreline design to mitigate the ongoing erosion, improve the coastal resiliency of the property, and restore historic salt marsh habitat, 3) develop final construction drawings and bid documents in preparation for project implementation, and 4) construction.

The project is being constructed presently, and includes unique design aspects, such as:

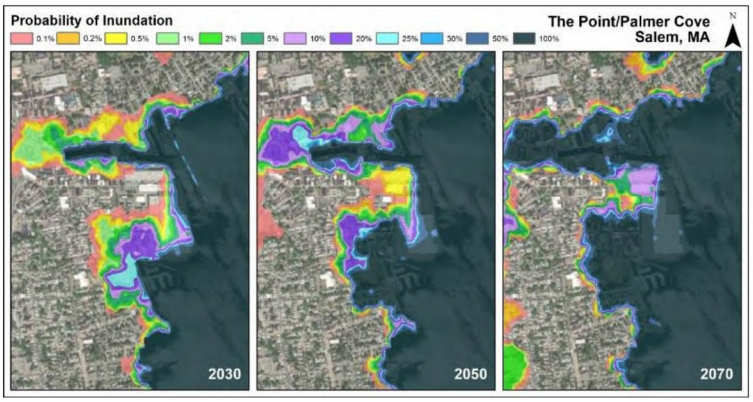
- Salt marsh sill, essentially restoring salt marsh on an unvegetated mud flat, for energy buffering capacity, to establish a baseline for more protection landward, and to incorporate a living shoreline approach.
- Flood protection berm landward of restored marsh to mitigate flood risk up to 2070 flood horizon.



- Rain gardens and drainage systems landward of the berm to accommodate storm water from precipitation and potential berm overtopping and return flood waters back to the Fore River to prevent sustained upland flooding.
- Long-term vision to even remove the berm and allow for natural wetland migration in the future should climate change eventually result in exceedance of the 2070 planning horizon.

Salem Climate Change Deep Dive

City of Salem
Salem, MA



Woods Hole Group is leading an inter-disciplenary team (including SCAPE for landscape architecture) to support the City of Salem in a City neighborhood pilot study involving a Climate Change Deep Dive modeling assessment and alternatives analysis together with targeted outreach & engagement. The Point ("El Punto")/Palmer Cove is a vibrant, diverse state-designated environmental justice community with unique assets that provide a strong foundation upon which to build resilience to climate change. However, climate change is posing a threat to these assets that can worsen or set back progress on ongoing struggles to improve equity and quality of life. This project is an opportunity to catalyze interest, bring the community together, and develop a technically-sound and community-based plan to build on existing neighborhood strengths, address persistent problems, and protect the most vulnerable and their support systems for the future. Unique to this project in assessing the flood risk to the community is the combined modeling assessment of coastal and precipitation effects on the stormwater system.

Key Services:

- Multi-lingual community outreach, education, and engagement plan
- Dynamic modeling of combined coastal and precipitation effects with stormwater piped infrastructure
- Alternatives analysis and phased implementation approach
- Policy reviews and recommendations

Coastal Resilience Decision Support System for Delaware Bay

National Fish and Wildlife Foundation (NFWF)
Delaware Bay, DE



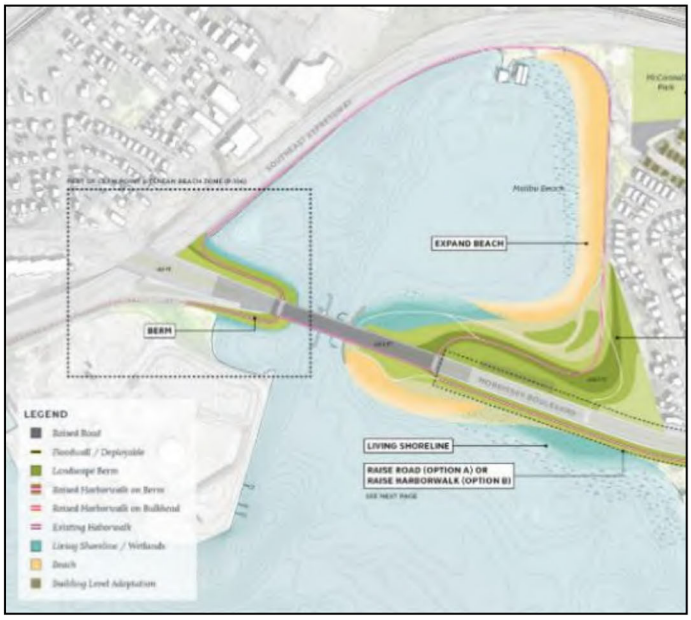
Woods Hole Group is leading a team collaborating with the National Fish and Wildlife Foundation to develop a spatially-explicit decision support system (DSS) to help prioritize coastal resilience investments in natural and nature-based features based on expected hazard mitigation and socio-economic benefits, starting with a regional pilot study for Delaware Bay. The DSS is designed to enable NFWF staff to quickly assess and estimate the impacts of proposed or hypothetical projects on coastal hazards such as flooding extent and depth, erosion, and wave energy. The DSS is a user-friendly, web-based application designed to support specific use cases, including project screening, project prioritization, and, in a future phase, portfolio planning and goal setting. A baseline of the physical characteristics of the Delaware Bay region (GIS Layers) was developed and incorporated into the tool as the foundation for all other functions, including topography, wave energy, water levels, currents, winds, sediments, shoreline type, and riverine discharge. The physical characteristics/hazard layers were then integrated with socio-economic data to formulate the basis for the DSS operations and functions.

Key Services:

- Coastal hazard assessment integrated with socio-economic factors
- Web-based project prioritization and decision support tool
- Living shorelines, offshore reefs, beach nourishment/dune restoration, aquatic connectivity, river, and wetland restoration
- Cost benefit analysis for Natural and nature-based features

Climate Ready Dorchester

City of Boston
Dorchester, MA



Woods Hole Group, working with SCAPE landscape architecture, developed a climate resilience plan for Dorchester, Massachusetts (a community within the City of Boston). The vision was to create a resilient, accessible, and connected shoreline in Dorchester that allowed connections to the waterfront while providing protection against current and future flood risks. The project developed near and long-term risk reduction strategies for coastal flooding and sea level rise specific to Dorchester's diverse shoreline and population. This included stratigies that equitably reduced coastal risk enhanced access and mobility, promoted the health of valuable ecosystems, and defined the character of the Dorchester waterfront. The project included a series of open houses, neighborhood meetings, and online surveys to ensure the proposed adapations were grounded in community priorities.

Key Services:

- Coastal modeling of adaptation measures
- Flood pathway analysis
- Development of design flood elevations (DFEs)
- Nature-based solutions for climate resiliency
- Public and stakeholder outreach

Master Plan for Moakley Park

City of Boston
Boston, MA



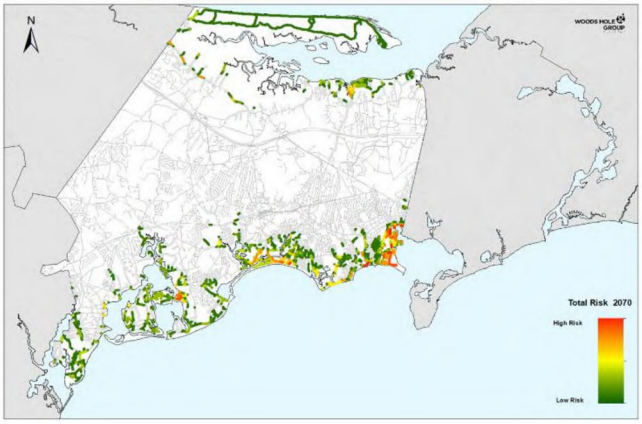
Working with a multi-disiplinary team, Woods Hole Group provided climate change assessment, coastal engineering and design, and flood risk modeling services in the overall development of the Master Plan for Moakley Park. While Moakley Park itself is at potential flood risk in the future, it also represented a major flood pathway for the City of Boston, as flood water entering through Moakley Park extended to the north and south flooding major portions of the City. Therefore, the Master Plan for Moakley Park focused not only on improving the public amenities and recreational value of Moakley Park, but also building resilience for the Park and inland areas. Woods Hole Group provide sea level rise, storm risk assessment, and coastal expertise throughout the development of the vision plan and master plan process.

Key Services:

- Modeling and assessment of proposed designs and concept performance
- Offshore wave attenuation and beach/dune restoration design
- Development of Design Flood Elevations (DFEs)
- Future marsh migration planning

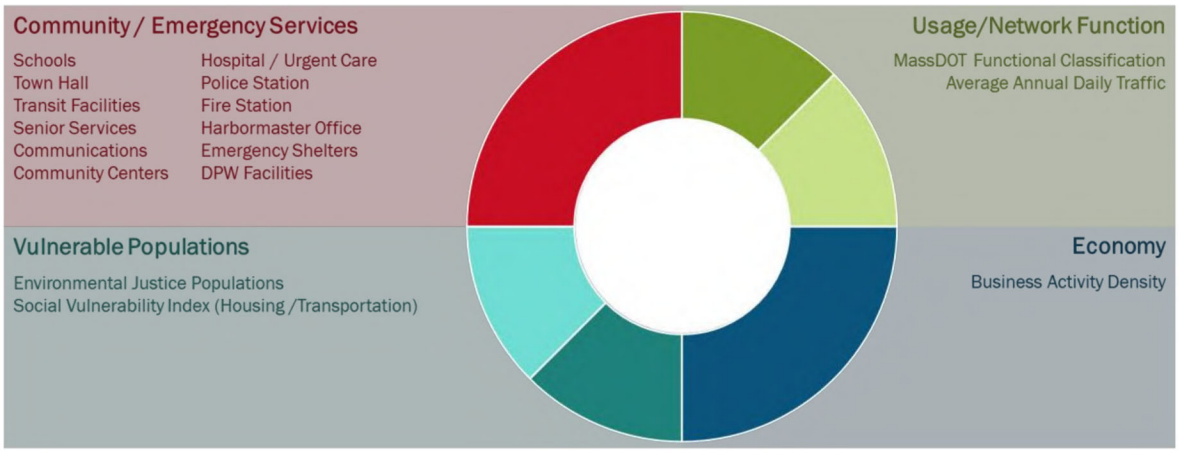
Cape Cod Low Lying Roads Project

Cape Cod Commission
Barnstable County, MA



Woods Hole Group is supporting the Cape Cod Commission in collaboration with ten (10) municipalities in Barnstable County to identify road network vulnerabilities to climate change and future flood risk, and to identify adaptaion alternatives. The U.S. Economic Development Administration is helping fund the program given importance to the regional economy and sustainability. The work includes a vulnerability assessment of roadway segments, bridges, and culverts to understand flood risk from the combination of sea level rise and storm surge, including future conditions. It is a 2-year project, and includes extensive community workshops and outreach. A detailed

webpage (https://www.capecodcommission.org/our-work/low-lying-roads-project/) with interactive materials for each Town provides ready access to the program overview, specific technical supporting materials, a map viewer, and identificatino of top road segments at risk. For each participating Town, the top two road segments at risk will be prioritized for action, and adaptive design solutions will be developed, specifically including three (3) concepts per prioritized roadway.

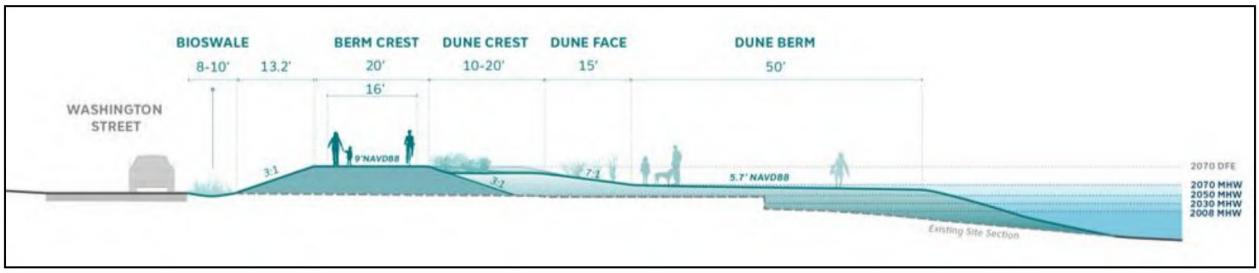


Coastal Resilience Planning for Island of Nantucket

Nantucket Island Land Bank

Nantucket, MA

Woods Hole Group, working with SCAPE landscape architecture, conducted a coastal resiliency evaluation and developed a suite of recommendations for Washington Street, one of the main transporation corridors on Nantucket, MA, to support the development of long-range planning for the properties owned by the Nantucket Land Bank (NLB). The present-day and future flood risk for this area were evalutated to identify any proactive coastal resiliency adaptation actions (e.g., green infrastructure projects) that could potentially reduce the flood risk to these properties, as well as to the surrounding buildings and homes, while also providing community co-benefits.



The study identified and considered a varied set of strategies that NLB may consider for future coastal resiliency including Transform (maintenance and use of existing features), Living with Water, and Habitat Creation (restoration and enhancement of natural systems) focused themes. A comprehensive list of recommended actions was developed to address NLB's goals today based

on presently available climate change projections and the feasibility and effectiveness of identified actions.

Coastal Resilience Planning for Surf Drive

Town of Falmouth
Falmouth, MA



Woods Hole Group conducted a detailed town-wide climate change flood vulnerability assessment in 2020 which identified the Surf Drive area as one of the most vulnerable areas in town. Surf Drive is a well-traveled coastal roadway & bike path providing access to town beaches which also has a sewer main line & pump station running under/adjacent to the roadway. Surf Drive already experiences significant stressors (e.g., regular inundation, erosion, overtopping, storm damage, etc.) under today's climate conditions. Climate change and sea-level rise will increase the frequency and severity of these stressors, resulting in increased vulnerability in the future. Woods Hole Group developed a plan to increase the coastal resiliency of the Surf Drive area incorporating phased management by identifying key time frames and sea level thresholds for action. The four themes used to develop potential actions to address the study area vulnerabilities included emphasis on 1) ecosystem health and resilience, 2) protection and maintenance of infrastructure, 3) maintenance of access, transportation, and utility corridors, and 4) managed retreat of costly, at-risk infrastructure.

Key Services:

- Long-term climate change and coastal resiliency planning
- Detailed asset-based flood vulnerability assessment
- Resiliency action alternatives development and analysis
- Development of flexible adaptation pathways and phased implementation
- Public outreach workshops and presentations

Climate Change Vulnerability / Risk Assessment and Adaptation Study

Town of Duxbury
Duxbury, MA

Woods Hole Group conducted a detailed vulnerability assessment for municipal infrastructure and natural resources for the Town of Duxbury, and private infrastructure in an important waterfront business district (Snug Harbor). The sea level rise and storm surge vulnerability


Municipal and private assets in Snug Harbor.

assessment was funded by a Massachusetts Municipal Vulnerability Preparedness (MVP) Program Action Grant. The study prioritized high risk assets and provided recommendations for physical adaptations and regulatory changes. Additionally, Woods Hole Group used the Sea Level Affecting Marshes Model (SLAMM) to identify potential flooding impacts to natural resources and highlight opportunities to facilitate marsh migration. Wherever practicable, Woods Hole Group identified regional solutions using nature-based or hybrid solutions.

Woods Hole Group worked closely with the Town's Steering Committee and Snug Harbor stakeholders to understand the importance of each asset to the Town's ability to provide municipal services and the operations of each Snug Harbor business or non-profit. Woods Hole Group developed a customized asset rating system that enabled Snug Harbor organizations to assess the economic, operational, and business planning impacts of asset flooding. Woods Hole Group also collaborated with the Metropolitan Area Planning Council on Snug Harbor resilience planning and public outreach.

Key Services:

- Climate change planning, sea level rise and storm surge vulnerability
- Customized infrastructure asset rating system
- Adaptation and resilience recommendations
- Municipal infrastructure & natural resources assessment
- Waterfront business district private infrastructure assessment

Climate Change Vulnerability / Risk Assessment and Adaptation Planning

Woods Hole Oceanographic Institution
Woods Hole, MA

Woods Hole, Massachusetts is home to world renowned scientific organizations, a vibrant business and residential community, and serves as a vital link to Martha's Vineyard. With a mission-focused need to be proximate to the water's edge, the Woods Hole campuses of the Woods Hole Oceanographic Institution (WHOI), the Marine Biological Laboratory (MBL), and the National Oceanic and Atmospheric Administration's Northeast Fisheries Science Center (NOAA) initiated the development of a long-range framework to prepare for sea level rise and increasing extreme weather events. A cooperative effort is underway to assess these threats and jointly develop solutions which frame a range of responses for the broader Woods Hole community.



Working with a Steering Committee comprised of this multitude of stakeholders, Woods Hole Group prepared the Woods Hole Climate Change Vulnerability Assessment and Adaptation Plan. The climate change vulnerability assessment considered both periodic and episodic impacts of sea level rise and coastal storms. Periodic impacts include nuisance flooding of developed areas and infrastructure due to the shifting tidal range, coastal wetlands migration/loss in undeveloped areas due to the shifting tidal range, and potential erosion of natural shorelines due to repetitive storm damage. Episodic impacts include risk of flooding to developed areas and infrastructure during more frequent and more intense coastal storms with greater potential for impact due to sea level rise.

The asset-specific vulnerability assessment process implemented a risk-based approach/framework and included 36 WHOI assets, 54 MBL assets and 28 NOAA assets (including buildings, parking lots, docks, docks, cranes, generators, fuel tanks and other equipment) and their critical thresholds for flooding impacts. Assets were then internally scored with a customized asset rating scheme to capture the organizational, financial and temporal impacts of flood loss as well as the relative importance of each institutional asset to achieving the mission objectives of each organization – Research & Applied Science, Operations & Economic Activity, and Education & Outreach.

Woods Hole Group prepared adaptation and resilience plans at the asset-level, district-level, and community level to facilitate planning for future conditions in Woods Hole. These adaptations spanned strategies to protect, migrate, and “design with nature”.

https://resilientwoodshole.org/

Key Services:

- Regional and asset-level flood mitigation design
- Institutional, private, and municipal infrastructure assessment
- Phased adaptation planning
- Design Flood Elevations (DFEs)
- Public and stakeholder engagement

Assessing the Vulnerability of MassDOT's Coastal Transportation Systems to Future Sea Level Rise and Coastal Storms, and Developing Adaptation Strategies

Massachusetts Department of Transportation
Commonwealth of Massachusetts



Woods Hole Group worked under contract to MassDOT to conduct a vulnerability assessment for all coastal transportation systems (roads, rail, airport, bridges, etc.) in the Commonwealth of Massachusetts. In order to determine the vulnerability of the systems, a highly resolved (less than 5 meters), numerical hydrodynamic model was developed to assess the combined impact of sea level rise, storm events (tropical and extra-tropical), winds, tides, river discharge, and waves. Tropical and extra tropical events were simulated using an ensemble Monte Carlo approach to develop probabilistic flooding distributions. Results from the model were used to assess risk for assets throughout the transportation systems of the Commonwealth and to determine appropriate regional and site-specific adaptation designs to build resilience for the transportation networks. Additionally, the results are being used by numerous other stakeholders (e.g., health care, universities, water commissions) and communities to assess risk and develop resilient solutions.

Key Services:

- Climate Change Assessment and Projections
- Development of Storm Climatology for 20th and 21st Centuries
- Coupled Wave and Hydrodynamic Modeling
- Combined Sea Level Rise and Storm Surge Risk to critical infrastructure and assets
- Cost Estimations for Engineering Alternatives
- Recommended, Phased Engineering Adaptations for Sea Level Rise

Climate Change Vulnerability / Risk Assessment and Adaptation Study

Town of Sandwich
Sandwich, MA


Potential flooding from 1% chance even in 2030 (and 2070).

Woods Hole Group conducted a detailed vulnerability assessment for municipal infrastructure and natural resources for the Town of Sandwich. The vulnerability assessment was funded by a Municipal Vulnerability Preparedness (MVP) Program Action Grant and focused on two top hazards identified in Sandwich's Community Resilience Building Workshop – sea level rise and storm surge. The study prioritized high risk assets and provided recommendations for physical adaptations and regulatory changes. Collaboration with the Town's Steering Committee was essential to understand the importance of each asset to the Town's ability to provide municipal services. Additionally, education and outreach were emphasized throughout the project, and laid the foundation for a follow-on MVP Action Grant to develop an ArcGIS StoryMap highlighting the Town's coastal resilience program and demonstrating the benefits of healthy and robust green infrastructure.

https://storymaps.arcgis.com/stories/0cc1b190abbc40058219d66b2f355eaa

Key Services:

- Town-wide vulnerability assessment
- Public & stakeholder engagement
- Recommended changes to bylaws and regulations
- Site-specific and regional adaptations

This section highlights some of GHD's relevant experience. More detailed project descriptions for GHD are provided in Attachment B.

MSC Cruises Terminal Expansion at Port Miami

Arquitectonica
Miami, FL

GHD was retained by Arquitectonica on behalf of MSC Cruises to provide a coastal and mooring basis of analysis report. The report included the development of site environmental conditions, underkeel clearance and scour potential during vessel arrival/departure, a dynamic mooring and berthing analysis that included a passing vessel study, a top of wall elevation assessment, and the recommendation of a minimum finished floor elevation for the terminal building based on storm surge, wave overtopping, and sea level rise projections. (full description in Attachment B)

City of Carlsbad Climate Adaptation Project

City of Carlsbad
Carlsbad, CA

Recent sea level rise planning work in the City identified a segment of Carlsbad Boulevard as being extremely vulnerable to existing and projected future coastal hazards (erosion and flooding). Several recent events exemplified this vulnerability and led to the closure of the roadway for several months during the winter of 2015/16. Construction of emergency repairs in the form of rock shoreline protection occurred immediately to stabilize the roadway base from undermining. These repairs were approved contingent of the development of a long-term resiliency plan for this roadway. The City is now undertaking a study to develop this plan – that both seeks to design a resilient roadway but also activates this valuable and underutilized coastal space with public amenities that can be adaptable over time. (full description in Attachment B)

General Environmental Engineering Services Continuing Contract

City of Ft. Lauderdale
Ft. Lauderdale, FL

GHD is currently supporting the City of Fort Lauderdale's Public Works, Environmental Compliance Department under an existing similar contract for general environmental engineering consulting services. Most of the projects are performed on an as-needed basis. Under the existing contract, GHD has completed several Phase I and II Environmental Assessments (ESAs), including ESA's at the following properties:

- Fort Lauderdale One Stop Shop,
- Sunnyland Homes Parcel A & B,
- 4201 N Ocean Blvd, and
- 1300-1350 W. Broward Blvd (Police Department HQs)

(full description in Attachment B)

Beach Boulevard Infrastructure Resiliency Project

City of Pacifica
Pacifica, CA

The 2,600 ft long Beach Boulevard seawall is located on the rugged Pacific Coast, approximately 10 miles south of San Francisco, in an area renowned for coastal erosion, with the City having already suffered significant property loss to the North of Beach Boulevard.

The purpose of the Beach Boulevard Seawall Replacement Project is to ensure public health and safety in the vicinity of Beach Boulevard, including the West Sharp Park downtown neighborhood, home to a thriving community of the City of Pacifica.

The seawall has continued to fail along the northern portion almost since construction completion in the mid-eighties. Waves crash over the seawall onto the road several times a year creating hazardous conditions for the general public and causing road closures along the northern portion of Beach Boulevard. This project aims to assess the risks, controlling factors and

reconstruction options for the seawall and promenade, considering environmental factors, stakeholder and community engagement, coastal, geotechnical, and economic impacts. (full description in Attachment B)

Humboldt County Resource Conservation district Salt River Ecosystem Restoration Project

Humboldt County Resource Conservation District

Eel River Estuary, CA

Since 2009, GHD has served as the prime environmental, engineering and construction management firm for the $34M Salt River Ecosystem Restoration Project for the Humboldt County Resource Conservation District. The project includes restoring fish passages to more than 15 miles of historic salmonid spawning tributaries and 300 acres of tidal wetlands to support a broad list of special status and native species. GHD has led this multi-phase ecosystem restoration encompassing 7.7 miles of stream restoration, 700,000 cy of cut/fill, and multiple in-stream habitat structures. The ultimate goals of the project are to: restore the Salt River channel and adjacent riparian floodplain by adding channel habitat complexity, increasing hydraulic conveyance, and constructing habitat features that re-establish ecological processes; and restore tidal connectivity to historic tidal wetlands to allow for the natural evolution of diverse and self-sustaining salt- and brackish-water tidal marshes, intertidal mudflat, and shallow water habitats. (full description in Attachment B)

City of Imperial Beach Bayshore Bikeway Resiliency Project

City of Imperial Beach

Imperial Beach, CA

The Bayshore Bikeway is a heavily used recreational corridor that fronts one of the lowest and most vulnerable segments of Imperial Beach to coastal flooding. Sea-level rise (SLR) will drastically increase the risk of flooding with 3.3 ft of SLR not only flooding the bikeway but also large portions of State Road 75 and the disadvantaged and severely disadvantaged communities of Imperial Beach. (full description in Attachment B)

Torrey Pines State Beach North Lot Redesign or Retreat Feasibility Study

Los Penasquitos Lagoon Foundation, California State Parks, and California State Coastal Conservancy

Cardiff by the Sea, CA

GHD in close partnership with the Los Penasquitos Lagoon Foundation, California State Parks and the State Coastal Conservancy is developing engineering concepts of a redesigned or retreated lot that achieves multiple benefits and is in line with project goals and objectives. GHD will prepare architectural sketches and renderings of the concepts to be presented and refined through a number of stakeholder and community engagement workshops. The alternatives will then be compared against various stakeholder and project team derived criteria to aide in the selection of a preferred concept. Data gathered and the selection process will be documented in

a feasibility study report. The preferred concept will then be developed to the 30% engineering design level. (full description in Attachment B)

Qatar Flood Study

Qatar Ministry of Municipalities and Environment
Qatar

GHD was engaged by the Qatar Ministry of Municipalities and Environment (MME) to undertake comprehensive flood study of the entire country of Qatar. (full description in Attachment B)

Vallejo Flood and Wastewater District (VFWD) Asset Management Program

VFWD
Vallejo, CA

GHD assisted the VFWD in developing and implementing an asset management program for the District's wastewater and stormwater assets. The District provides wastewater and stormwater services to 123,000 residents in the City of Vallejo and parts of Solano County. The District embarked on a multi-year, phased Asset Management Implementation Program to develop and implement leading AM principles and practices focused on improving the District's overall efficiencies and effectiveness in delivering stormwater and wastewater services to its customers. The first phase of the program focused on developing an asset management framework that defined how the District will do condition assessment, risk assessment and long-term financial planning (valuation). This involved the assessment of AM practices the District was already doing (i.e., gap analysis), development of the overall AM strategy, supporting improvement initiatives and a roadmap for implementation. Based on the implementation roadmap and the results from the pilot asset management plan (AMP), the District has decided to implement the AM framework across all classes of assets the District manages, including the development of a stormwater asset management plan. The District is also planning to initiate and complete the development of a Maintenance Master Plan (MMP), which will generate the input data and information for the District's new CMMS. (full description in Attachment B)

This section highlights a subsample of Coastal Protection Engineering's Related Experience

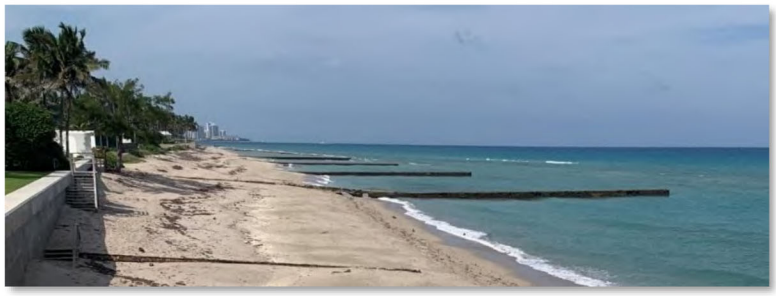
2020 Mid-Town Beach Nourishment Project, Town of Palm Beach, FL



Client Contact Information
Town of Palm Beach
Rob Weber, Coastal Program Mgr
Phone: 561-838-5440
RWeber@TownofPalmBeach.com

CPE staff have worked on the Town's coastal program for over a decade, including years of previous employment. Recently, CPE assisted the Town as a subconsultant with the construction of the 2020 Mid-Town project for the initial installment of the federal project under a 50-year partnership. The project placed ~700,000 cy of sand utilizing three hopper dredges and specialized screening equipment. CPE provided coastal engineering analyses, construction observations, project management oversight, permitting support, and environmental services. Under a new contract awarded to CPE by the Town in 2020, we also completed the post-construction engineering report and permit compliance for the project.

Town of Palm Beach Groin Rehabilitation Execution Plan, Town of Palm Beach, FL



Client Contact Information
Town of Palm Beach
Rob Weber, Coastal Program Mgr
Phone: 561-838-5440
RWeber@TownofPalmBeach.com

The Town's coastline has a total of 124 groins of multiple construction types that are in various states of functionality. The purpose of this execution plan is to update the groin inventory and set priorities for addressing those needing repair, rehabilitation or removal based on recent changes to beach and groin conditions. The evaluation provided an assessment of groin performance and the value of maintaining, modifying, or improving groins in Reaches 2-6 as they relate to the Town's Comprehensive Coastal Management Plan. The recommendations of the plan to maintain the Town's coastal structures were based on maintaining stabilization of the beach and avoiding nearshore hardbottom impacts, while providing storm protection consistent

with the Town's comprehensive plan. Concrete king pile and panel groin were recommended as the primary replacement type for continuity and to balance construction costs, permeability, and durability over the next 30 years. In addition, the modular nature of the king pile and panel groin allows the structure to be adjusted and customized to resemble the size and dimensions of the groins to be replaced. This has been viewed favorably by the regulatory agencies and facilitated the comprehensive permitting approach. The plan may be modified based on site condition changes, regulatory feedback, and other priorities during the course of implementation.

2021 Coquina Beach Storm Damage Restoration Project, Manatee County, FL

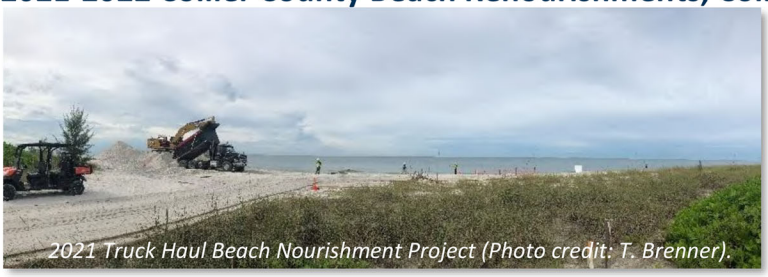


Coquina Beach Storm Damage Restoration Project, March 2021 (Photo credit: Cottrell Contracting, Inc.).

Client Contact Information
Manatee County
Charlie Hunsicker, Director
Phone: 941-742-5923, Ext. 6001
charlie.hunsicker@mymanatee.org

CPE staff have been providing coastal engineering services to Manatee County for nearly 20 years in support of their complex coastal management program, including years of previous employment. We have assisted the County with feasibility studies, engineering design, inlet management, numerical modeling, permitting, construction services, mitigation planning, biological and physical monitoring, and funding assistance. CPE was awarded a prime contract with the County in 2020 for services required for construction of their 2021 Coquina Beach storm repair project, designed to replace sand lost due to the impacts of Hurricanes Hermine and Irma with funding support from FEMA. The project placed ~ 98,300 cy of sand from maintenance dredging of Longboat Pass. Thomas Pierro served as Engineer of Record and CPE staff performed construction observations, collected sediment samples, prepared the post-construction engineering report, and is currently managing the post-construction monitoring phase.

2021-2022 Collier County Beach Renourishments, Collier County, FL

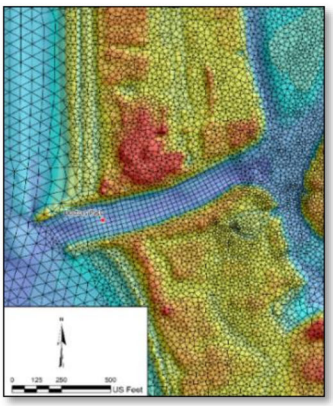


2021 Truck Haul Beach Nourishment Project (Photo credit: T. Brenner).

Client Contact Information
Collier County
Andy Miller, PE, Principal Project Mgr
Phone: 239-252-2922
Andrew.Miller@colliercountyfl.gov

Since 2001 (including previous employment), CPE staff have assisted Collier County in design and implementation of a comprehensive countywide coastal program, including beach nourishment and inlet management. In 2021, CPE was awarded a prime contract with the County to provide design, engineering, permitting, and construction services for their 2021 projects, including placement of approx. 155,000 cy of sand along Naples, Vanderbilt, and Pelican Bay beaches using truck haul methods. As the Engineer of Record, Tara Brenner certified the project after its completion in January 2022.

Coastal Storm Risk Management (CSRM) Study – Hydrodynamic Modeling and Water Quality Evaluation, Collier County, FL



Client Contact Information
Florida International University
Carolyn J. Robertson, MS, CRA, Associate Director, Planning & Administration
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crober@fiu.edu

Collier County and the Norfolk District of the U.S. Army Corps of Engineers (USACE) conducted a CSRM Feasibility Study to evaluate engineering alternatives to improve resiliency of Collier County by reducing flooding caused by storm surge. Proposed engineering alternatives include storm surge gates on major inlets, flood walls, beach and dune nourishment, and mangrove restoration. In response to concerns expressed by regulatory and resource agencies about potential impacts of the proposed storm surge gates on estuarine environments and nearshore water quality, Florida International University (FIU) and CPE were contracted by the USACE to conduct a numerical modeling study to evaluate the impact of the proposed flood control systems.



Client Contact Information

Lake Mattamuskeet Watershed Management - Hydrologic and Hydraulic Modeling Study, Hyde County, NC

Client Contact Information
NC Coastal Federation
Erin Fleckenstein, Coastal Scientist and Regional Manager
252-473-1607 ext 304
erinf@nccoast.org

CPE conducted a numerical modeling study to evaluate potential SLR adaptation strategies to reduce flooding in a coastal lake watershed that is plagued by frequent flooding. Lake Mattamuskeet is in the Mattamuskeet National Wildlife Refuge on the Albemarle-Pamlico Peninsula in Hyde County, and at 40,000-acres, it is North Carolina's largest natural lake. Currently, the Lake Mattamuskeet community faces frequent flooding issues and declining water quality, which is threatening the ecology of the lake system. The lake connects to the estuarine sound by four outlet canals, but the lack of water level gradient between the lake and the estuary is prohibiting effective drainage, which will worsen with SLR. CPE conducted a numerical modeling study utilizing Delft3D FM to evaluate engineering alternatives to actively manage the

lake water level and reduce flooding in the lake watershed. Engineering alternatives evaluated in this study consisted of deepening and widening existing outlet canals, dredging additional gravity flow canals, pump stations, and modifications to existing gravity gates. Out of the engineering alternatives evaluated, the gravity canals and pump stations proved to be the most efficient in managing lake water levels and reducing flooding on this coastal lake watershed.

SCAPE

SCAPE's design and landscape architectural experience qualifies as works of art. In our experience working together with SCAPE, engineering concepts for flood protection and coastal resilience evolve to community enhancement works considering aspects of practical flood protection, accommodating future conditions, and while enhancing community and recreational benefits, along with ecological resources, all while being cost effective and potentially providing an economic boost where desired. To encapsule their work takes away from the brilliance of their design features and visual representation thereof. This section highlights one particularly relevant project where Woods Hole Group and SCAPE collaborated for Climate Reach Boston; however, we strongly encourage the proposal review committee to review the selection of SCAPE experience in Attachment B where their work is best characterized in their creative fashion. It is this level of professionalism and creativity that the Town of Palm Beach will have access to if our team is selected with SCAPE as Woods Hole Group's exclusive partner. Attachment X has additional information on Climate Ready Boston, as well as a Living Breakwater Project in Staten Island, NY, a resiliency enhancement to China Basin Park in San Francisco, CA, and a Recreation and Recreation Plan for McCoy's Creek in Jacksonville, FL.

Climate Ready Dorchester, Boston, MA
City of Boston Mayor's Office
Peyton Siler Jones, Climate Resilience Program Coordinator
(828) 273-9979
Peyton.jones@boston.gov

SCAPE worked with the City of Boston and collaborated with different firms including Woods Hole Group to develop solutions to equitably reduce coastal flood risk in Dorchester, the largest and most diverse neighborhood in Boston. The Dorchester shoreline stretches 9.5 miles along Boston Harbor and the Neponset River. Climate Ready Dorchester expands the vision for the future of the Dorchester shoreline, offering strategies to adapt to coastal flood risk while also establishing a framework to connect the waterfront parks, beaches, and marshes in the neighborhood, transforming them into one accessible, continuous waterfront – The Dorchester Shoreway. The Shoreway consists of strategic flood protection interventions at critical flood pathways to protect from coastal flooding while increasing neighborhood access. They prioritize natural and nature-based features to reduce wave action and erosion while preserving or enhancing valuable ecosystems. To inform the decision-making process behind various resilience strategies, the SCAPE team held a series of community and stakeholder engagement sessions including two open houses and attendance to numerous existing neighborhood meetings, all designed to educate and involve attendees using custom models, 'scenarios,' and interactive engagement tools.



Coastal Resilience Vocabulary for public engagement



This section highlights a selection of relevant SOBIS project experience.

Client – Hawaii Department of Land and Natural Resources (DNLR)
Project – Sea Level Rise Vulnerability Assessment and Adaptation Report
POC – Sam Lemmo, Administrator, Hawai'i DLNR, sam.j.lemmo@hawaii.gov, 808-341-8967

As a subcontractor to Tetra Tech, Sobis supported the development of the Sea Level Rise Vulnerability Assessment and Adaptation Report completed in 2018. The Hawaii Climate Adaptation Initiative Act (Act 83) was signed into law in June 2014. Act 83 established an Interagency Climate Adaptation Committee (ICAC) to address the effects of climate change to protect the State's economy, health, environment, and way of life. The first task of the ICAC was to develop a statewide Sea Level Rise Vulnerability Assessment and Adaptation Report (SLR Report). Sobis supported Tetra Tech by leading the impact assessment which included:

- Modeling future flood conditions
- Integrating coastal erosion estimates developed by the University of Hawaii into the flood conditions
- Integrating sea-level rise scenarios into future 1% annual chance flood conditions
- Integrating sea-level rise scenarios into future nuisance flooding conditions
- Using Hazus to estimate the impacts of future flooding on existing and future buildings at the building site level
- Evaluating the vulnerable populations who may be impacted by sea-level rise
- Identify adaptation strategies



Sobis also supported Tetra Tech by helping to facilitate ICAC meetings on risk assessment, and addressing questions and concerns from DNLR and local stakeholders. Other support included identifying climate adaptation strategies using the risk assessment and developing the data for a NOAA website concerning climate change impacts.

https://climateadaptation.hawaii.gov/wp-content/uploads/2018/01/SLR-Report_-January-2018.pdf

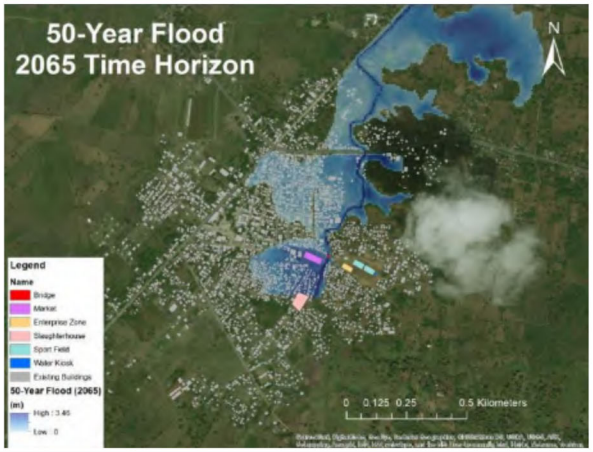
Key Tasks

- Hazard Identification/Risk Analysis
- Advanced Hazus Modeling
- Plan Development
- Document Review

Client – Inter-American Development Bank (IDB)
Project – Climate Risk Assessment and Adaptation Report, Coastal Sites in Haiti, Jamaica, and Mexico
POC – Melissa Barandiaran, Senior Environmental Sector Specialist, IDB, doriss@iadb.org

Over the last five years, Sobis has supported the IDB's Environmental Safeguards Unit to guide the Bank's development financing and to assist its borrowers to reduce risks from natural hazards and climate change impacts. These projects involve completing a risk assessment for a proposed project the IDB wants to invest and then adding mitigation actions as a restriction for the borrower. Sobis also supported the IDB with developing a process and standards which the Bank uses internally to ensure their project investments are sustainable. The projects undertaken include:

- Climate Change Data and Risk Assessment Methodologies for the Caribbean. This project involved developing a climate change risk assessment process for the IDB to evaluate new and existing projects in the Caribbean region, conducting a pilot project to test the methodology, and facilitating a workshop with IDB stakeholders to launch the approach. Sobis helped develop a Technical Note: Climate Change Data and Risk Assessment Methodologies for the Caribbean, and accompanying fact-sheet to provide guidance on conducting a climate change risk assessment for the Bank and its borrowers.
- Addressing Climate Change within Disaster Risk Management, IDB. Sobis helped conduct an extensive desk-top review of best practices in climate change and disaster risk management. Sobis supported the development of a Technical Note: Addressing Climate Change within Disaster Risk Management: A Practical Guide for IDB Project Preparation, which identified climate change risk management strategies for several sectors. Factsheets were prepared for each of the targeted sectors, including for the agriculture, energy, tourism, water and sanitation, urban infrastructure, and transportation sectors.
- Disaster and Climate Change Risk Assessment for the Caracol Industrial Park and Limonade Development Site, Haiti, Inter-American Development Bank. Sobis assisted the IDB: (1) prepare a Disaster Risk Assessment for the Park that included climate change risk; (2) prepare a Disaster Risk Management Plan and Climate Change Adaptation Plan; and (3) Assist the Bank with implementation of the Plans.



Key Tasks

- Public Outreach and Education
- Plan Integration
- Hazard Identification/Risk Analysis
- Mitigation Planning
- Plan Development
- Document Review
- Implementation Planning

Client – Central Virginia Planning District Commission
Project – CVPDC Hazard Mitigation Plan Update 2020
POC – Kelly Hitchcock, Planning and Development Director, CVPDC, kelly.hitchcock@cvpdc.org

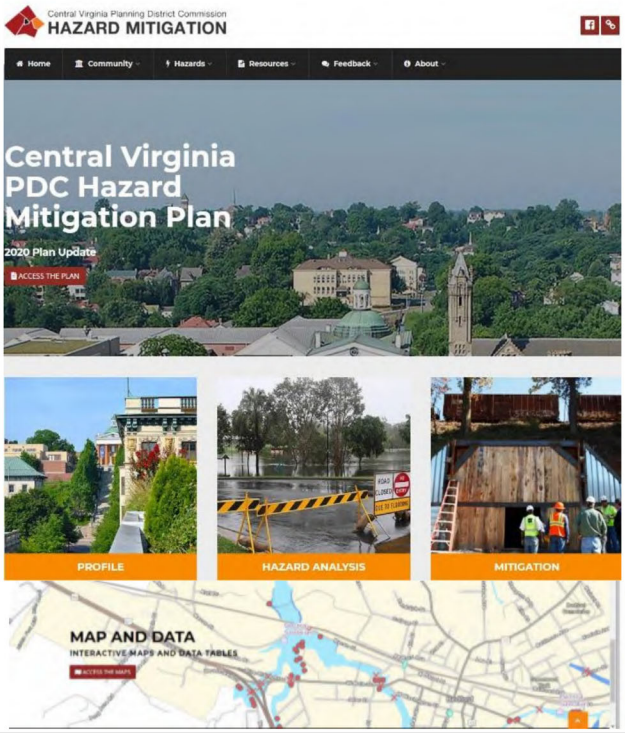
The CVPDC hired the Virginia Tech Center for Geospatial Information Technology (CGIT) to develop their Hazard Mitigation Plan in 2018. In 2019, CGIT hired Sobis to oversee the HMP risk assessment approach and conduct the Hazus implementation. In 2020, Sobis took the lead on the project and finalized the risk assessment; then conducted the capabilities assessment, mitigation strategy development, adoption and maintenance, and public meeting facilitation; and drafted the document for VDEM and FEMA Region III review. Sobis also supported the development of the CVPDC website providing content and feedback.

Sobis worked with DCR to collect high hazard dam Emergency Action Plans and inundation maps for all jurisdictions in the CVPDC, adapted a process created by the Oregon Department of Geology and Mineral Industries to assess dam failure using Hazus, and created loss estimates for the dam failure section.

Sobis provided inventory data and hazard data for the risk assessment, and reviewed all the risk assessment chapters. Sobis organized meetings with each jurisdiction to discuss their risks in detail and begin identifying mitigation actions. Regional mitigation actions for the PDC were also identified. Sobis developed a capabilities matrix for the jurisdictions to help them evaluate their planning, legal, administrative, fiscal, and technical capabilities.

The adoption and maintenance sections were written by Sobis with PDC and jurisdiction input. The CVPDC website will be used to help with maintenance and scheduling six-month HMP meetings between all the jurisdictions.

Sobis met (virtually) with all the jurisdictions to discuss their finalized mitigation actions, determine priorities, who would lead the effort and support it, and how it may be funded. Sobis also conducted the final public meeting, drafted the HMP for VDEM review, updated the HMP, and submitted it for FEMA Region III review and approval. The HMP and Hazus output are here:
https://www.cvhmp.org/



Key Tasks

- Advanced Hazus Modeling
- Public Outreach and Education
- Hazard Identification/Risk Analysis
- Meeting Facilitation
- Mitigation Planning
- Document Review
- HMP Website Development

Client – FEMA Headquarters Natural Hazards Risk Assessment Program (NHRAP)
Project – Hazus Technical Support (Under Risk MAP contract)
POC – Jesse Rozelle, NHRAP and Hazus Program Manager, FEMA Headquarters, Jesse.Rozelle@fema.dhs.gov

Sobis provides advanced technical support to FEMA for their Hazus software. Hazus provides loss estimates for earthquake, flood, tsunami, and hurricane hazards and it is currently developed under the Risk MAP Customer and Data Services (CDS) contract. Sobis was contracted to oversee the development, provide technical recommendations, test the software, review the technical guidance, and run the technical committees.

Due to the very technical nature of the software, FEMA uses Sobis technical experts to evaluate whether the programming has been conducted correctly. Our analysts are both GIS experts and technical experts understanding flood modeling, wind modeling, structural vulnerability, and database structures. We work with IBM throughout the application development process and act as a third party to assess their work on behalf of FEMA.

Sobis is involved with identifying technical committee members for FEMA for flood, hurricane, earthquake, software development, and data management. These members include experts and users from Federal, State, and local agencies; academia; and the private sector. Sobis solicits information from local users throughout the country to ensure the modernization process meets the needs of non-Federal users. Each committee meets two times a year to discuss the current software and discuss new ideas and methodologies for the software. All the training materials created to be taught to Hazus users is evaluated and quality controlled by Sobis before being deployed by FEMA.

Sobis completed these additional tasks for FEMA under this contract:

- Training Course Development. Sobis was the lead developer of the Advanced Hazus training course which focuses on advanced applications of the Hazus risk assessment software. These applications included updating building data using building footprint and local parcel data, altering previous hurricanes to create what if scenarios, creating flood depth grids for a series of flood events, developing realistic tsunami events, using satellite imagery to correct national databases, and developing surface roughness databases.
- Technical Manual Updates. Sobis supported FEMA by updating the Hurricane, Flood, and Tsunami Hazus Technical Manuals.
- Software Testing. Sobis tests the Hazus software along with the new open-source software: Flood Assessment Structure Tool (FAST) and the Hurricane Assessment Structure Tool (HAST).

Key Tasks

- Public Outreach and Education
- Hazard Identification/Risk Analysis
- Advanced Hazus Use
- Technical Document Writing
- Document Review

1.3.1.5 Understanding of the Town's Needs

Working so closely with the Town staff, elected officials, advisory boards, fellow consultants, and the public through the process of preparing the Palm Beach Flood Risk Model (PB-FRM), Coastal Flood Vulnerability Assessment, and Level-Up Palm Beach Implementation Plan has afforded Woods Hole Group deep understanding of the Town's needs and plans for coastal resilience. There are short-term needs we've been able to advance via recommended policy refinements and asset-specific upgrades in the existing capital plan (including supplemental funds from successful grant applications to Resilient FL), medium-term needs related to addressing primary flood risk pathways such as the Lake Worth Shoreline, and potential longer-term needs with neighborhood-scale solutions and managing source floodwaters through Lake Worth Inlet. We trust our experience demonstrates to the Town this understanding.

To accentuate this understanding, though, we also highlight practical experience our work has with ongoing coastal protection projects. For instance, we worked with Town staff and engineering consultants to suggest a plan for improving the bulkhead at the Town Docks project. For this, results from our flood risk modeling work were used to suggest a bulkhead elevation to mitigate increasing flood risk, as well as a plan to potentially scale the wall up in the future should the effects of climate change and sea level rise accelerate. This type of modular and scalable approach is exactly what we believe Town of Palm Beach needs when addressing coastal resiliency. We are currently collaborating with teaming partner GHD in similar fashion related to the Mid-Town seawall repair project. This type of partnership is exactly what we believe the Town needs, and why we've proposed the teaming approach we have. We believe our team can collectively meet the full range of needs the Town has for this contract.

Please refer to Section 1.3.2, specifically 1.3.2.2 below, for a deeper understanding of the actual scope of work in the RFQ. In section 1.3.2.3 below pertaining to the individual needs of the Town, we also intend to communicate our unique and unparalleled understanding of Town needs by suggesting specific next steps that can be accomplished.

1.1.1.6 Successful Use of Innovative Ideas

Woods Hole Group is committed to continuously advancing the state of the practice to ensure high quality products for our customers with more efficiency. Woods Hole Group was founded on this concept. Originally as a commercial spin-off from the famed Woods Hole Oceanographic Institution (WHOI), Aubrey Consulting (now Woods Hole Group) was created by David Aubrey as a practically-minded corporation with the purpose of fulfilling real-world client requirements leveraging some of the latest technologies and innovations arising from places like WHOI, Scripps, etc. That purpose remains a priority to this day. In fact, we have an Innovation Director (Kirk Bosma) for the company who is assigned to this project team. An example of an important innovations we've used for Palm Beach includes creation of the Palm Beach Flood Risk Model (PB-FRM) using award winning technology from US Federal Highway Authority, who termed the approach as a blueprint for national and international resiliency. We also worked with Town

consultants for the Docks project to bring a measure of resiliency to the new bulkhead that also will be scalable in the future depending on sea level rise and flood risk.

Woods Hole Group regularly seeks ways to use innovative technologies to connect with communities to effectively share information with the public and to solicit meaningful participation and public comments. One technology that has become effective for public engagement is the use of ESRI ARCGIS StoryMaps. StoryMaps developed for the Town of Sandwich public communication and outreach and for Nantucket Land Bank were extremely effective. Using this technology allowed us to communicate varied adaptation themes to the public, ranging from transformation of existing uses and facilities, accommodating a new landscape living with water, and creation of natural habitats to help protect and provide a buffer for the effects of coastal hazards in future sea levels. It was also complex, involving primary transportation corridors, recreational use, commercial buildings, and working waterfront industries. Below is a link to an example StoryMap for coastal resiliency, which also included collaborating with the USACE related to the effects of a major coastal inlet on adjacent shorelines:

https://storymaps.arcgis.com/stories/0cc1b190abbc40058219d66b2f355eaa

Some innovative ideas we envision should we be selected for the Coastal Resiliency contract include:

- Working with Terraquatics to perform a high-resolution swath survey of the Lake Worth shoreline as basis for a 3-D model.
- Incorporation of new, low-cost water level monitoring equipment
- Applying latest storm water and drainage analysis modules

Our project partners prioritize innovation as well. For the Mid-Town Seawall Replacement Project, there were numerous special consideration areas that GHD needed to take into account and innovate on design solutions. The iconic Worth Avenue Clock Tower, the Lifeguard bunker and public restrooms, the existing ocean outfall, and the provision of two openings in the seawall cap to allow for both emergency and construction vehicle and equipment access have all required additional design diligence to develop the appropriate replacement seawall section. Additionally, there were unique regulatory considerations. In close coordination with the Town and the Florida Department of Environmental Protection, GHD (with considerable assistance and external review provided by WHG) prepared and transmitted a variance petition to the state, to consider the resiliency elements of the replacement seawall. Since the existing seawall was constructed in 1929, simply designing a new wall now to the 'original level of protection' would be both fiscally and professionally irresponsible. The increased water surface elevation, increased storminess frequency and intensity, and future sea level projection warranted consideration for the project.

CPE designed and permitted modular pre-cast king pile and panel groins as a novel approach to rehabilitate aging coastal structures in the Town of Palm Beach to maintain effectiveness and

improve consistency, aesthetics, and safety in a Town-wide phased approach. They also utilize UAS (drone) technology combined with remote sensing image classification to assess project success for tidal wetland mitigation (e.g., project in the tidewater region of Virginia), and used a 3D laser scan and UAS (drone) photogrammetry to assess the condition of a jetty in Martin County, which provided a baseline for expedited post-storm impact analyses to the structure.

Likewise, our partners as Sobis focus on time-saving scripts. Sobis has created several scripting programs to reduce the time required to process the data for a risk assessment and benefit cost analysis. Detailed data is available for nearly every community in this country, but funding is often inadequate to perform detailed climate risk assessments. They have scripts to extract building characteristics from a community's parcel and footprint datasets, and scripts to create a flood depth grid using the latest National Flood Hazard Layer (NFHL) from FEMA. They also have internal tools to derive probabilities from downscaled climate data.

SCAPE is also constantly innovating, "unpacking the black box" of climate projections and hazard analyses and being transparent about the uncertainties inherent in climate projections and models. To assess the performance and efficacy of living green infrastructures, along with hardened infrastructure, there is a need to promote efforts to monitor and better understand the performance of such strategies. Our team is committed to ongoing research efforts that inform our design and planning practice and have integrated long term resilience and sustainable development planning into the services provided. Building on this, Woods Hole Group (Kirk Bosma specifically) is working with Stone Living Lab to field trial novel resiliency solutions that can be scaled-up to communities like Palm Beach. We will bring this experience and new technology to Palm Beach if selected.

1.3.1.7 Ability to electronically accumulate load ticket data and produce reports

Per Addendum #2 issued by the Town, no response is required.

The Next Generation of Science-Based Solutions

WOODS HOLE GROUP
A CLS COMPANY

Woods Hole Group solves environmental engineering problems worldwide with a focus on serving clients along the coast, in the ocean, and in wetland and terrestrial environments. Relying on service, excellence and leadership, Woods Hole Group employs experienced engineers, scientists, and technicians.

Initially formed in 1986, Woods Hole Group joined CLS in 2017; effective January 1, 2018 Woods Hole Group merged with two other CLS Group companies formerly known as CLS America and Horizon Marine. Together, the new Woods Hole Group has nearly 100 employees with corporate headquarters in Massachusetts and client-centered regional offices in Delaware, Maryland, and Texas. As part of the global CLS Group network, Woods Hole Group offers a broad range of services and expertise to benefit our clients and teaming partners.

Woods Hole Group brings over 30 years of experience, committed to exceeding client objectives while safeguarding the environmental health of our planet. We believe environmental leadership is defined by creativity and vision. Human and economic development are not separated, and can be achieved in harmony with a sustainable planet. We are solving today's problems with a view to future needs and impacts at local, regional, national and international levels. The global environment affects us all; how we leave it will be our most important legacy.

ENVIRONMENT & CLIMATE: CONSULTING & SATELLITE TELEMETRY

- Applied Ecology
- Climate & Sustainability
- Coastal Engineering & Modeling
- Coastal Sciences & Planning
- Coastal Measurement & Sediments
- Satellite (Argos & Iridium) Tracking for Wildlife & Oceanography

ENERGIES & INFRASTRUCTURES

- Metocean Consultancy Services
- Metocean Measurement Services
- Operational Metocean Forecasting Services: EddyWatch®, MoDUWatch℠, SurveyWatch℠, RouteWatch® & FAST Eddy℠
- Emergency Response Services
- Metocean Monitoring Systems

SUSTAINABLE FISHERIES MANAGEMENT

- Vessel Monitoring Systems
- Ocean Intelligence Solutions
- Catch and Data Management
- Federal, State, and Regional Fisheries

Consulting Services and Products Are Offered Through Our Three Business Units

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FOR EARTH, FROM SPACE

ENVIRONMENT & CLIMATE



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COLLABORATE. INNOVATE. FORMULATE.

From the open ocean to coastal, wetland and terrestrial environments, Woods Hole Group provides innovative solutions by leveraging applied science and forward-thinking engineering with advanced field measurement and satellite remote sensing capabilities.

We apply cutting-edge approaches and interdisciplinary collaboration to monitor the environment, anticipate or respond to challenges, and guide our clients in the planning and implementation of strategic actions in a world where the only constant is change.

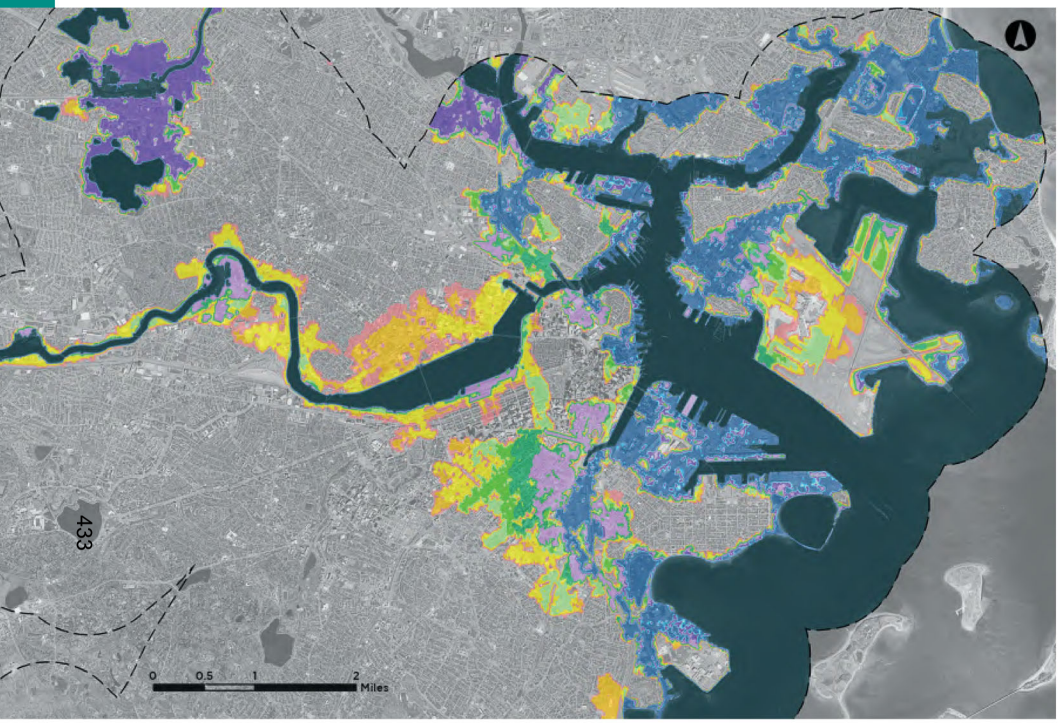
Woods Hole Group's team of consulting scientists, engineers, and permitting specialists will chart a course to success for your project, turning environmental challenge and uncertainty into opportunity.

Services include:

- Applied Ecology & Sustainability
- Coastal Engineering & Modeling
- Coastal Sciences & Planning
- Coastal Measurements & Sediments
- Satellite Tracking Services

PROVIDING SOLUTIONS TO MITIGATE RISK IN A CHANGING ENVIRONMENT





Applied Ecology & Sustainability

- Ecological risk assessment
- Environmental impact assessment
- Causal analysis
- Climate vulnerability assessment
- Sustainability planning
- Geographic information systems
- Wetland ecology/professional wetland scientist delineations

Coastal Engineering & Modeling

- Modeling of coastal and estuarine systems
- Water quality and ecological restoration
- Engineering design for coastal/civil infrastructure
- Professional land surveying services
- Designing coastal resilient solutions

Coastal Sciences & Planning

COASTAL DEVELOPMENT & RESILIENCY PROJECTS

Planning, coastal studies, design, alternatives and impact assessments, permitting for:

- Shore protection
- Dredging and beneficial reuse
- Flood mitigation
- Commercial redevelopment (e.g. wind power, ports, and harbors projects)
- Habitat restoration/enhancement
- Climate resiliency

PLANNING STUDIES

- Multi-hazard mitigation plans
- Beach management plans
- Risk and vulnerability assessments
- Flood hazard mapping

Coastal Measurements & Sediments

- Real-time and remote tide and water quality monitoring
- ADCPs for current and wave measurements
- Seafloor characterization
- Water quality measurement and assessments
- Environmental sample collection
- Sediment sampling and coring

Satellite Tracking Services

- Wildlife tracking (land, marine, and avian)
- Buoys and drifters
- Gliders, AUVs, and other vehicles
- Argos Doppler positioning
- Iridium services and products
- Argos integration kits
- Dedicated customer service teams on the East and West Coast



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ENERGY & MINING



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INTEGRATED METOCEAN SOLUTIONS

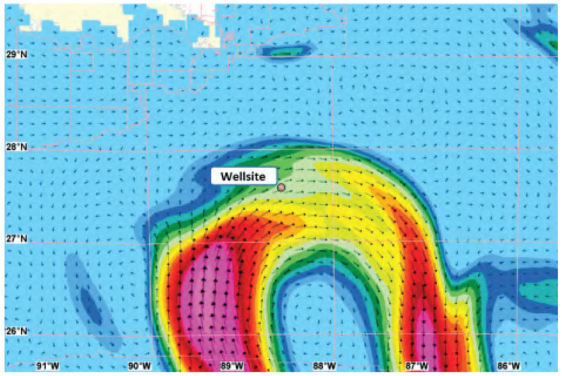
06-14-22 TCM Backup

Woods Hole Group has the unique blend of multidisciplinary expertise required to support offshore operations and developments. In more than 30 years of business, the company has innovated in-house solutions, and transitioned latest technologies from leading manufacturers and research institutions, to solve real-world problems for industry and the private sector.

From the project planning and permitting phases, through construction, and into operational monitoring, forecasting, and compliance activities, Woods Hole Group provides actionable metocean intelligence on a worldwide basis to support a broad range of customers.

Services include:

- Metocean Consultancy Services
- Metocean Measurement Services
- Operational Metocean Forecasting Services
- Emergency Response Services
- Metocean Monitoring Systems





Proven Locally. Applied Globally.

Woods Hole Group provides integrated metocean solutions around the world.

METOCEAN CONSULTANCY SERVICES

Metocean design and operating criteria and site specific desk studies. Combining measured and modelled data sets with detailed statistical and extreme value analysis. We add value to the original data for use by engineers as a basis for design of offshore or coastal facilities and planning of offshore or coastal operations.

METOCEAN MEASUREMENT SERVICES

Undertaking site specific metocean measurement programs for a broad range of Clients. Woods Hole Group provides equipment and experience to collect data on waves, currents, seawater properties, wind and other meteorological conditions to characterize the marine environment. Programs can range from one month to multi-year in duration.

OPERATIONAL METOCEAN FORECASTING SERVICES

Providing ocean current forecast and advisory services to support offshore operations through our EddyWatch® and MoDUWatch℠ (for offshore operations), SurveyWatch® (for seismic and geophysical survey support) and RouteWatch® (for ocean transportation) services. These services are supplemented by data from our own drifting buoy programs, FAST Eddy℠ real-time vessel mounted current profiling survey systems and other buoy and platform-base realtime systems.



EMERGENCY RESPONSE SERVICES

We provide tracking beacons and emergency response beacons for offshore operations. Through our sister company Prooceano, we can also provide oil spill modeling and the PROSAR model, which provides simulations and forecasts for Search & Rescue Operations.

METOCEAN MONITORING SYSTEMS

The provision of real-time metocean monitoring systems on a leased or sold basis to Clients to provide real-time data in support of specific operations ranging from coastal navigation and port/harbor activities to ultradeep water oil and gas exploration and production, these include:

- Buoy-based metocean monitoring systems such as the WatchDog system
- Platform/facilities metocean monitoring systems deployed on drilling rigs, drillships, FPSOs, production platforms, offshore wind turbines, etc.
- Coastal Ports and Harbors metocean monitoring systems designed, built and operated to demanding NOAA PORTS® standards



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SUSTAINABLE FISHERIES MANAGEMENT



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SUPPORTING SUSTAINABLE FISHERIES

06-14-22 TCM Backup

Woods Hole Group equips fishermen and authorities with integrated satellite technology for tracking & monitoring, catch & data management, and ocean intelligence. With over 25 years of consulting experience, we combine global marine expertise and technical solutions to provide high quality real-time data for sustainable marine resource management.

CORE SERVICES

Our commercial and small-scale fisheries Vessel Monitoring Solutions (VMS), sensors, and cameras cover all regulatory and operational monitoring needs. Our fishermen seamlessly report catch data through our mobile application and dedicated web interface. In addition, we support sustainable fishing operations with real-time ocean analytics and recommendations.

ENHANCED SERVICES

We facilitate real-time quota management and, fishing effort tracking, and fish habitat modeling with the best oceanographic data and forecasts. Additionally, we manage and support digital migrations from paper forms to integrate with any platform. Our fisheries intelligence solutions allow us to identify fishing hotspots through catch performance, oceanographic, data and machine learning.



PHOTO: JAY FLEMING

Tracking & Monitoring

VESSEL TRACKING

- Ruggedized industrial fishing beacon
- Hybrid small-scale fisheries tracking solution
- Affordable satellite service
- Comprehensive vessel management service
- Type-approved in US and Canada

ELECTRONIC MONITORING

- Partnership with leading edge EM provider Anchor Labs
- Wireless data transfer and live view
- Advanced catch analysis
- Robust and encrypted data

FISHERIES MANAGEMENT SOLUTIONS

- Complete Fishing Monitoring Center solution
- Quota management and catch analytics
- Detect and deter illegal, unreported, and unregulated fishing activities
- Habitat management with integrated ocean modeling

Ocean Intelligence

OCEAN ANALYTICS & RECOMMENDATIONS

- Best oceanographic data service to reduce search time and operating costs
- Near real time data for surface and subsurface conditions
- Weather forecast, catch module, buoy tracking
- Unique multi-criteria and gradient tools
- Dedicated fishing grounds analytics tools
- Personalized support from oceanographers
- Weekly fishing recommendations

FLEET DEPLOYMENT, CAMPAIGN ANALYSIS & FORECASTING

- Generate business insights by pairing catch data and oceanographic information
- Improve today's catches by understanding historic performance
- Identify dynamically best fishing zones for target species
- Understand underlying links and impact of catch hot spots

Catch & Data Reporting

CATCH REPORTING

- US and worldwide regulatory forms
- Updated via satellite in real time
- User-friendly Android application

VESSEL OPERATIONS REPORTING

- Ensure management of maintenance, safety and logistics events
- Receive alerts for vessel activities
- Customized operations reporting

CUSTOMIZED DATA SOLUTIONS & INTEGRATION

- Full paper-to-electronic workflow migration
- Full platform integration
- Advanced data visualization

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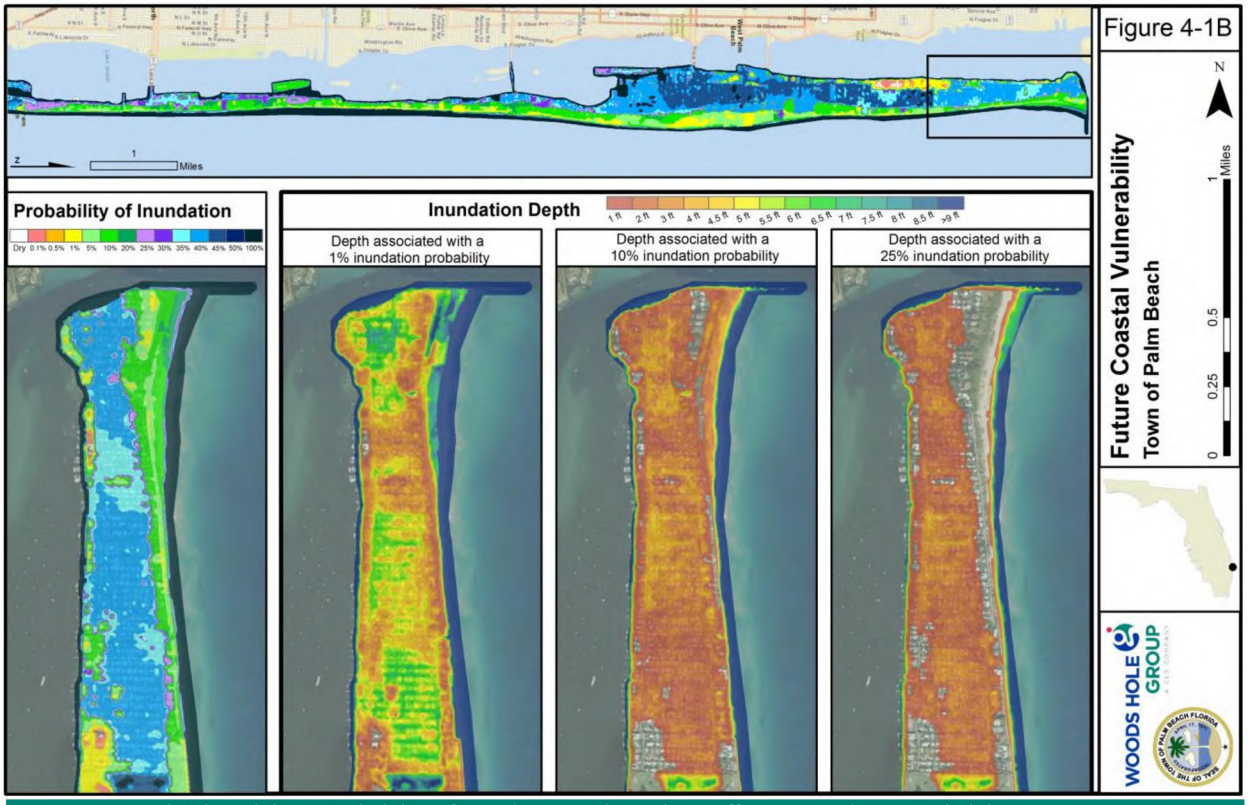
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Coastal Flood Vulnerability Assessment
Town of Palm Beach, FL



Future Coastal Vulnerability – Probability of Inundation and Depth at Different Inundation Probabilities

PROJECT CHARACTERISTICS

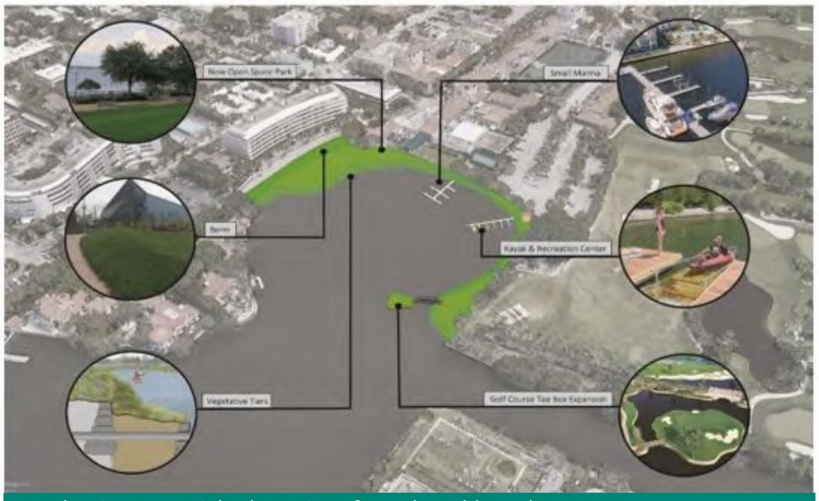
- Combine the probability of inundation with the consequence score results in a coastal vulnerability index (CVI)
- Methods applied are based on an award-winning, innovative and quantitatively advanced probabilistic vulnerability model
- Customized the model to the Town of Palm Beach
- Designed to be integrated into the ongoing Town 10-Year coastal management program
- Evaluated vulnerability of more than 2,200 Town-owned buildings, streets, parks, beach access ways, sewer pump/lift stations, stormwater basins and stormwater pumps

The **Woods Hole Group (WHG)** worked with the Town of Palm Beach (TOPB) to evaluate the threat that projected future changes in storm intensity and sea water levels pose to infrastructure in the Town. The coastal vulnerability assessment is intended to provide guidance to the Town for prioritizing and planning future flood mitigation projects and adaptations to improve coastal resilience now and into the future. Ultimately, this assessment will help the Town improve its coastal resilience and help save money as projects are implemented to minimize costly flood damage and future repairs.

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See reverse side.

The assessment relied on a probabilistic, dynamic model developed specifically for the Town of Palm Beach. This Palm Beach Flood Risk Model (PB-FRM) is a physics-based coastal flood model developed to determine the probability of flooding based on hundreds to thousands of storm scenarios. The model outputs include the probabilities of inundation along with depth of flooding under present day conditions and a future scenario. The model also provides numerous other quantitative parameters, such as wave information, wind information, currents, and flooding times based on the passage of coastal storm events.



Evaluating Potential Adaptations for Vulnerable Embayments

The team evaluated the vulnerability of inundation for more than 2,200 Town-owned buildings, streets, parks, beach access ways, sewer pump/lift stations, stormwater basins and stormwater pumps. In a coastal vulnerability assessment, each asset considered is given a consequence score reflecting the value of an asset with respect to the impact on the community should it be damaged by flooding. A standardized scoring approach was developed using six (6) criteria to produce a total consequence score for each asset. The criteria utilized to determine the consequence score included: impacts to public health & environment, cost of damage, impacts to economic activities, impacts to public safety services, area of service loss and duration of service loss.
Each of the 2,200+ Town public assets has a CVI, and the assets can be ranked from largest (most valued and most vulnerable) to smallest CVI. With a comprehensive analysis of the probability of inundation for two time periods, depth of inundation for the same two time periods, standardized consequence scores for each asset and CVIs, the TOPB is positioned to make informed, defensible, efficient and effective decisions for managing risk to TOPB public assets during present and future flooding events.

Currently the Woods Hole Group Team is preparing an Implementation Plan to clearly define the path forward. The Plan will build directly off the coastal vulnerability assessment by using the output to define specific action items and timing to optimize resilience and cost-effectiveness. Implementation plans include both adaptations made in the short-term for particularly vulnerable and valued assets, as well as longer-term planning including monitoring, developing trigger points for action and conceptualizing future adaptations. An Implementation Plan also considers a range of possible adaptations at different scales.

More details can be found at:
www.woodsholegroup.com

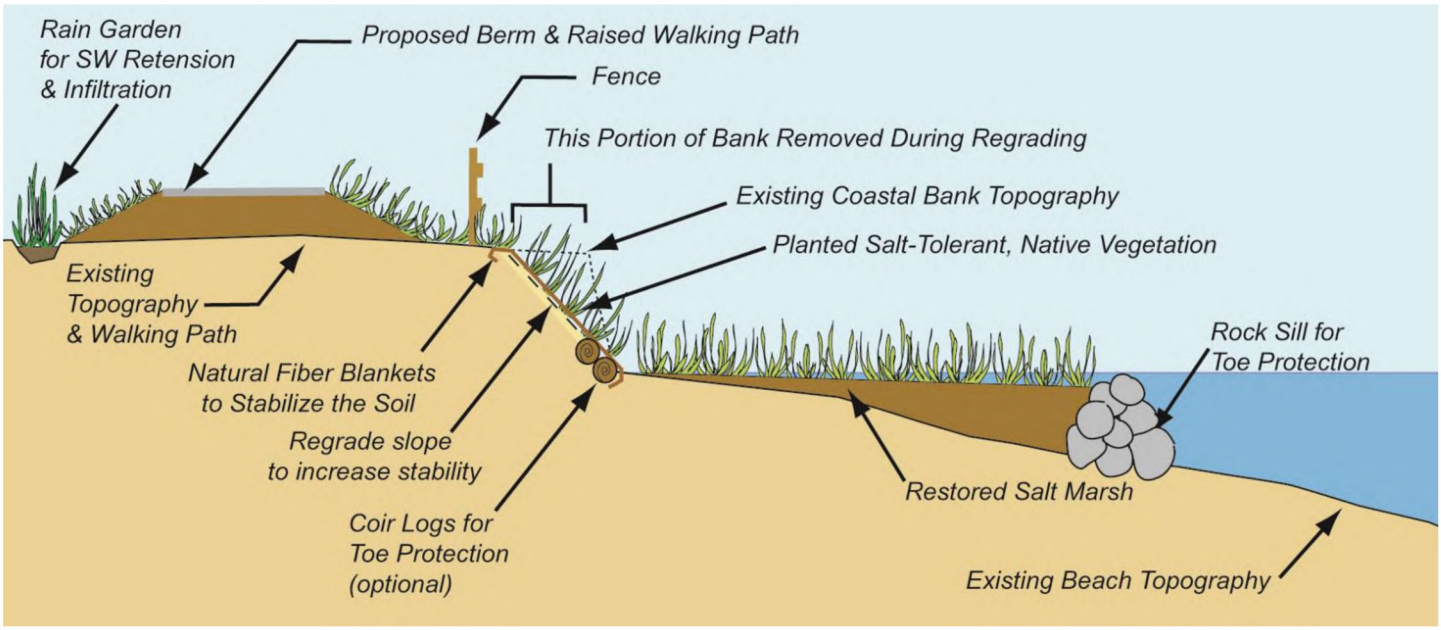
LOCATION
Town of Palm Beach, Florida

CLIENT
Town of Palm Beach

CONTACTS
Mr. Rob Weber
P.O. Box 2029
Palm Beach, FL 33480
+1 561.838.5440

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Watson Park Shoreline Erosion Mitigation and Coastal Resiliency Project



Conceptual diagram of the combined preferred alternative for Watson Park.

PROJECT CHARACTERISTICS

- Living shoreline design and salt marsh restoration
- Conceptual design development and alternatives assessment
- Local, state, and federal permitting and agency coordination
- Public outreach and education
- Construction drawings and bid documents

Watson Park is an urban park located on the Weymouth Fore River in Braintree, MA. The park's shoreline had been experiencing significant erosion, which threatened existing coastal resource areas and recreational use of the park. Woods Hole Group has assisted the Town of Braintree in acquiring four years of CZM Coastal Resilience Grant funding to 1) conduct a feasibility study, 2) design and permit a living shoreline design to mitigate the ongoing erosion, improve the coastal resiliency of the property, and restore historic salt marsh habitat, 3) develop final construction drawings and bid documents in preparation for project implementation, and 4) construction.

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Existing conditions (loss of salt marsh, damaged stormwater headwall).

Woods Hole Group conducted a Phase 1 feasibility assessment funded by a FY19 CZM Resilience Grant, which resulted in a matrix of options for increasing coastal resiliency along the park. Alternatives were scored based on multiple criteria. The analysis identified a preferred alternative, which will restore salt marsh, enhance existing rocky intertidal shore, and stabilize an eroding coastal bank to increase the resiliency along the shoreline, while also mitigating park flooding during storms through the installation of an earthen berm and increase stormwater infiltration with rain gardens.

As part of the initial feasibility study, Woods Hole Group also evaluated the long-term flood vulnerability of the park, as well as the potential for salt marsh migration as sea level rises. The results of the analysis showed that even under a high emissions scenario, water levels will not be high enough to promote salt marsh establishment on the recreational fields until approximately 2070. By 2070, the Town will have had time to explore options for alternative recreational facilities, and the lower elevation portions of the park can start to provide an opportunity for salt marsh habitat migration.



Proposed future salt marsh migration.

Town of Braintree was awarded follow up FY20 and FY21 CZM Resilience Grants to finalize the project design and prepare and submit environmental permits. Woods Hole Group maintained open communication with permitting agencies to refine the design and ensure the final plan would meet local, state, and federal permitting requirements.

Woods Hole Group prepared and submitted an Environmental Notification Form (ENF) to MEPA, two Notice of Intents (including an Ecological Restoration NOI) to the Braintree Conservation Commission, a Preconstruction Notification Application to the USACE, and a combined Chapter 91 / Water Quality Certification Application to the Department of Environmental Protection. All permits have been obtained, and our project partner, Fuss & O'Neill, has finalized construction drawings and bid documents for the project. The Town was awarded a fourth CZM grant for FY22 to support the construction of this project (scheduled for spring 2022), during which time Woods Hole Group will serve a construction oversight role.

LOCATION
Watson Park, Braintree, MA

CLIENT
Town of Braintree

Climate-Ready Dorchester
City of Boston



Joseph Finnegan Park in Dorchester, MA along the Neponset River

PROJECT CHARACTERISTICS

- Dynamic, probabilistic sea level rise and storm surge modeling
- Modeling and assessment of proposed designs and concepts performance
- Development and design of nature-based solutions for climate resiliency
- Community outreach and engagement
- Flood pathway modeling and assessment
- Development of Design Flood Elevations (DFEs)
- Flood resiliency design

Woods Hole Group, working with SCAPE landscape architecture, developed a climate resilience plan for Dorchester, Massachusetts (a community within the City of Boston). The vision was to create a resilient, accessible, and connected shoreline in Dorchester that allowed connections to the waterfront while providing protection against current and future flood risks.

The project developed near and long-term risk reduction strategies for coastal flooding and sea level rise specific to Dorchester's diverse shoreline and population. This included strategies that equitably reduced coastal risk enhanced access and mobility, promoted the health of valuable ecosystems, and defined the character of the Dorchester waterfront. A range of adaptation strategies and solutions were developed by the Climate Ready Dorchester team, and Woods Hole Group provided coastal engineering and design, development of nature-based and green solutions, development of design standards, elevations, and parameters, and modeling the performance of the various adaptation measures.

The project included a series of open houses, neighborhood meetings, and online surveys to ensure the proposed adaptations were grounded in community priorities.

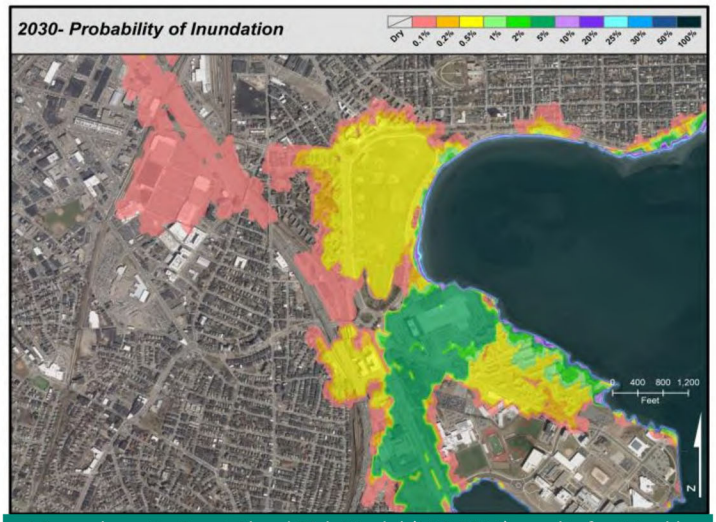
LOCATION

Boston, MA

CLIENT

The City of Boston

Moakley Park Master Plan
City of Boston



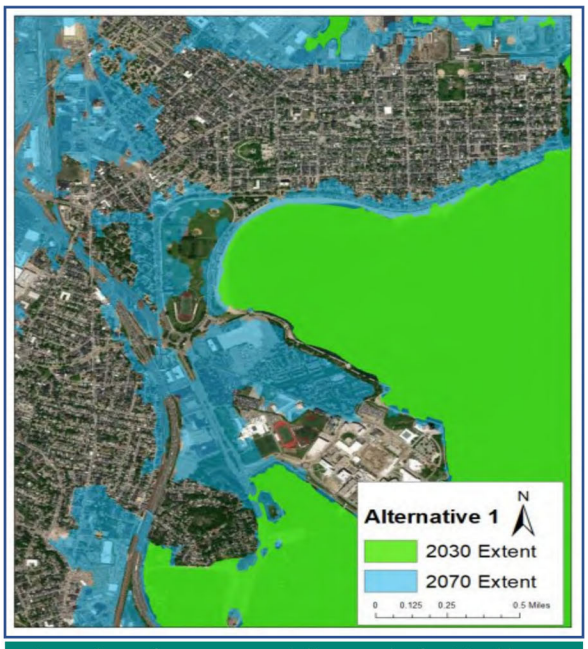
Massachusetts Coast Flood Risk Model (MC-FRM) results for Moakley Park in 2030 time horizon.

PROJECT CHARACTERISTICS

- Dynamic, probabilistic sea level rise and storm surge modeling
- Modeling and assessment of proposed designs and concepts performance
- Beach and dune restoration design
- Geographic Information System (GIS) analyses
- Offshore wave attenuation design
- Development of Design Flood Elevations (DFEs)
- Wave forces and erosion
- Flood resiliency design
- Future marsh migration planning

Working with a multi-disiplinary team, Woods Hole Group provided climate change assessment, coastal engineering and design, and flood risk modeling services in the overall development of the Master Plan for Moakley Park. Whle Moakley Park itself is a potential flood risk in the future, it also represented a major flood pathway for the City of Boston, as flood water entering through Moakley Park extended to the north and south flooding major portions of the City. Therefore, the Master Plan for Moakley Park focused not only on improving the public amenities and recreational value of Moakley Park, but also building resilience for the Park and inland areas.

Woods Hole Group provide sea level rise, storm risk assessment, and coastal expertise throughout the development of the vision plan and master plan process. This included performance modeling of the proposed design layouts within the park to assess the overall function against a variety of coastal storm risks, both now and into the future. Woods Hole Group also provided beach and dune restoration design, guidance on future marsh creation (i.e., letting future high tides encroach in certain areas of the park), and developing overall design parameters, standards, and guidance for future flooding conditions.



Example performance modeling results for Moakley Park alternative.

LOCATION

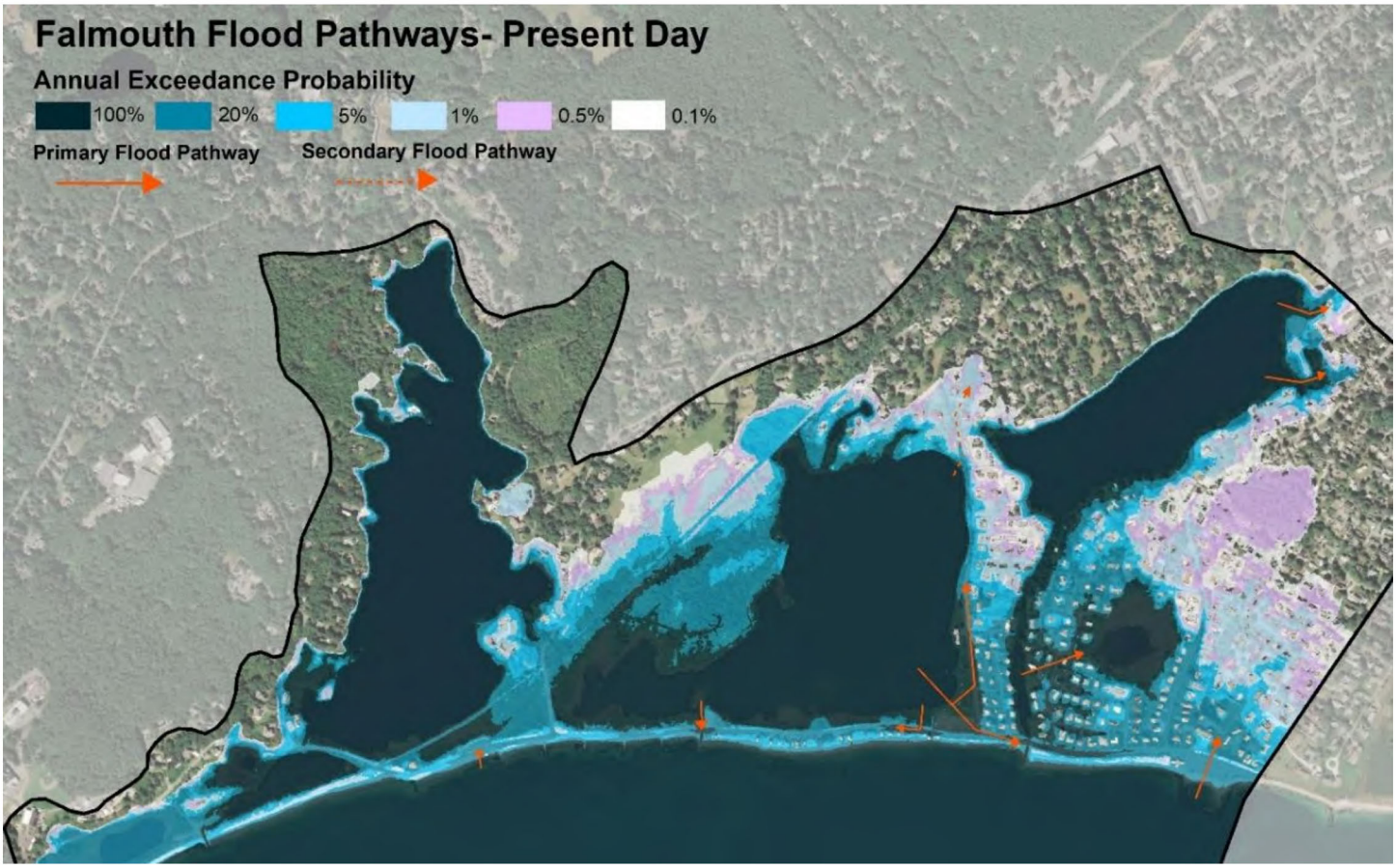
Boston, MA

CLIENT

The City of Boston

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Coastal Resiliency Planning for the Surf Drive Area

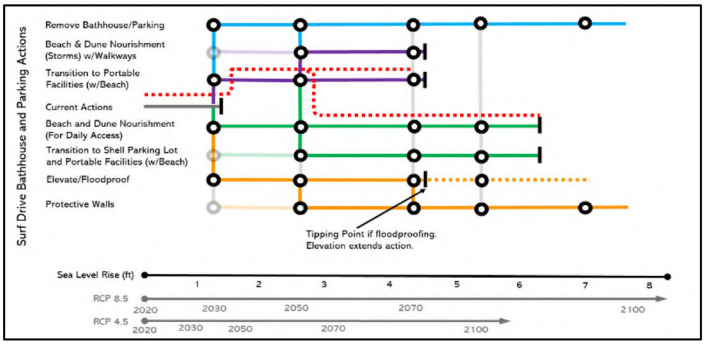


PROJECT CHARACTERISTICS

- Long-term climate change and coastal resiliency planning
- Flood pathways assessment
- Detailed asset-based flood vulnerability assessment
- Resiliency action alternatives development and alternatives analysis
- Development of flexible adaptation pathways
- Public outreach workshops and presentations

To better understand the risk to individual municipal assets from flooding, the Town of Falmouth commissioned the Woods Hole Group to conduct a detailed town wide climate change flood vulnerability assessment, which was completed in January 2020. This prior study identified the Surf Drive area as one of the most vulnerable areas in town. Surf Drive already experiences significant stressors (e.g., regular inundation, erosion, overtopping, storm damage, etc.) under today's climate conditions. Climate change and sea-level rise will increase the frequency and severity of these stressors, resulting in increased vulnerability in the future.

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Example dynamic adaptation pathway for the Surf Drive beach site.

In order to develop a plan to increase the coastal resiliency of the Surf Drive area, this study provided a conceptual phased management, identifying key time frames and sea level thresholds for action. This process utilized a dynamic adaptation pathways approach, which involves the following key steps:

1. Identification of the problem
2. Identification of key assets at risk
3. Development of potential actions
4. Assess efficacy of actions
5. Develop implementation pathways
6. Develop phasing and implementation plan

After identifying all critical assets and evaluating their vulnerability to flooding, a full range of potential adaptation actions, which can help reduce or eliminate those vulnerabilities, were developed within discrete themes. The four themes used to develop potential actions to address the study area vulnerabilities are:

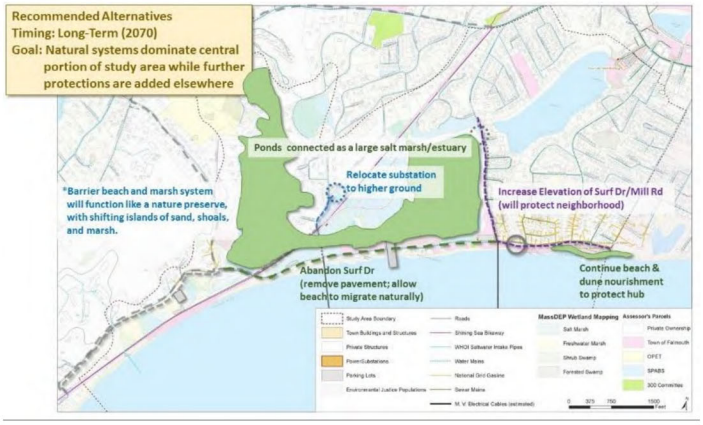
1. **Natural Resources** – emphasizing ecosystem health and resilience
2. **Protection** – emphasizing protection and maintenance of infrastructure
3. **Connection** – emphasizing maintenance of access, transportation, and utility corridors
4. **Managed Retreat** – emphasizing a balance of uses with increased costs and risks in the future

Potential actions were identified for each of the area's assets within each of the four themes. To aid in decision making, dynamic adaptation pathways were developed for each asset (see example figure to the left).

Dynamic adaptation pathways can provide a unique visualization of the potential adaptation actions and how they can fit together into an overall implementation strategy over time, highlighting key thresholds, dead ends, and opportunities to combine actions from different themes.

Based on the feasibility and effectiveness of the individual actions presented for the four themes, the water level and timing thresholds, and the estimated cost and effectiveness of each action, a recommended phased implementation plan was developed for the study area as a whole. The final recommendation included actions such as:

- Phasing out the barrier beach portion of the Surf Drive roadway in the long-term
- Elevating one section of the bikeway on piles and relocating another
- Relocating a section of the Woods Hole sewer main to a less vulnerable (i.e., more inland) location
- Elevating or floodproofing the Surf Drive sewer pump station
- Removing Mitchell Bathhouse and replacing it with portable facilities
- Protecting the adjacent low-lying neighborhood through the elevation of specific roadway sections and installation of a tide gate; and
- Restoring the barrier beach to a natural ecosystem (i.e., removing the existing roadway pavement, culverts, and shore protection structures).



LOCATION
Surf Drive, Falmouth, MA

CLIENT
Town of Falmouth

Nature-Based Storm-Damage Protection Measures for the Duxbury Beach Reservation Property



PROJECT CHARACTERISTICS

- Living shoreline design and salt marsh restoration
- Conceptual design development and alternatives assessment
- Local, state, and federal permitting and agency coordination
- Public outreach and education

Duxbury Beach is a 7.5-mile-long barrier beach in Plymouth County, Massachusetts that extends from Marshfield in the north to Gurnet Point and Saquish Head in the south. Duxbury Beach is a dynamic environment with an ever-changing landscape, shaped by the wind, waves, currents, and tides that constantly impact the shoreline. The dynamic barrier beach structure and ecosystems of Duxbury Beach are directly threatened by future sea level rise and extreme storm events. Damages caused by natural hazards such as nor'easters, severe winter events, hurricanes, coastal erosion, and flooding are likely to be exacerbated by climate change in future years.

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The primary goal of this project was to address the ongoing coastal erosion and flood risks by building on the storm-damage protection measures recommended in the 2016 Coastal Processes Study and Resiliency Recommendations report and to develop a comprehensive management approach for the Duxbury Beach Reservation to proactively manage the beach and respond to changes incurred during storms. As a secondary goal, the Duxbury Beach Reservation wanted to maintain flexibility to implement future resiliency projects on an as needed basis.

Initial phases of the project focused on collecting data on existing conditions by delineating wetland resource areas, performing a topographic survey, conducting grain size analyses and a shellfish survey, and evaluating existing land uses and manmade infrastructure. Coastal processes were also analyzed, including sea level rise, wave action, shoreline change, and sediment transport. Results were used to develop a suite of potential resilience building alternatives and to complete an alternatives analysis to select the most appropriate storm-damage protection measures for each component of the project. The final preferred alternative involved four main components:
1) large-scale beach and dune nourishment on the ocean-facing beaches, 2) cobble berm nourishment along the bayside shoreline adjacent to a 2,000-foot section of vulnerable roadway, 3) flood risk reduction along the roadway through natural stormwater management actions and elevation of a low-lying section of Gurnet Road, and 4) cobble berm nourishment around the Powder Point Bridge abutment.

The oceanside beach and dune nourishment was a high priority recommendation from the 2016 report. The dune crest and beach berm elevation heights were chosen to be protective against a range of storm intensities. Cobble nourishments have also been designed to withstand the dynamic environment and swift tidal currents, utilizing a suitable grain size material to hold up well against strong currents.



Additionally, the proposed elevation of Gurnet Road to 9.0 feet (NAVD88) protects against sunny day flooding and minor storm events today and ensures the roadway will remain passible for some time into the future even with some sea-level rise.

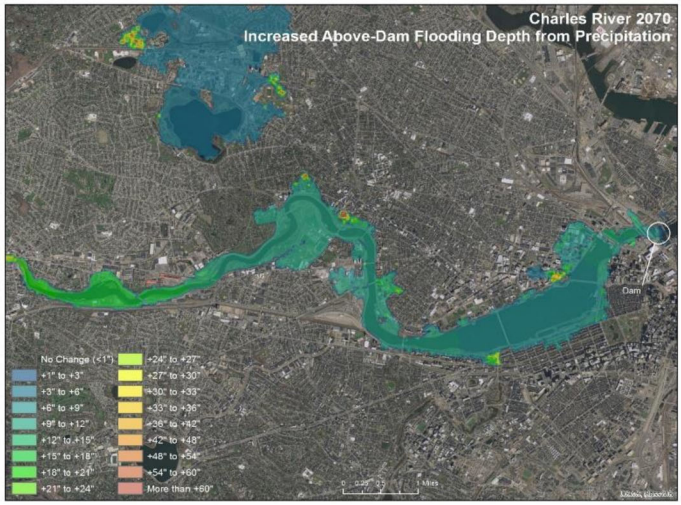
These four components have been advanced through the first stages of design and permitting. Both an Expanded Environmental Notification Form (EENF) and then a Single Environmental Impact Report (EIR) were submitted to the Massachusetts Environmental Protection Agency (MEPA), and a MEPA Certificate obtained. A local Order of Conditions was obtained from the Duxbury Conservation Commission for all components of the project. For the nourishment project components that will extend below mean high water (MHW), permit applications have been submitted to DEP Chapter 91 and the U.S. Army Corps of Engineers.

LOCATION
Duxbury Beach, Duxbury, MA

CLIENT
Duxbury Beach Reservation

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Assessing the Vulnerability of MassDOT's Coastal Transportation Systems to Future Sea Level Rise and Coastal Storms, and Developing Adaptation Strategies.





PROJECT CHARACTERISTICS

- Climate Change Assessment and Projections
- Development of Storm Climatology for 20th and 21st Centuries
- Coupled Wave and Hydrodynamic Modeling
- Combined Sea Level Rise and Storm Surge Risk to critical infrastructure and assets
- Cost Estimations for Engineering Alternatives
- Recommended, Phased Engineering Adaptations for Sea Level Rise

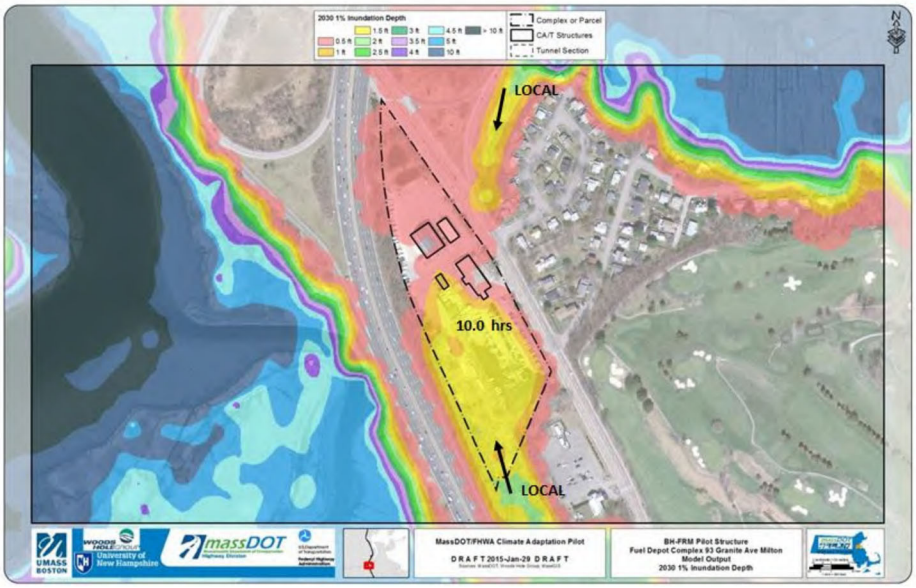
Woods Hole Group has supported vulnerability assessments by measuring, modeling, and forecasting flooding due to storms, sea level rise, climate change influences, and combined effects. A complete vulnerability assessment recognizes the dynamic physical processes and timing associated with storms, along with increasing risks of sea level rise and climate change. Woods Hole Group worked under contract to MassDOT to conduct a vulnerability assessment for all coastal transportation systems (roads, rail, airport, bridges, etc.) in the Commonwealth of Massachusetts. In order to determine the vulnerability of the systems, a highly resolved (less than 10 meters), numerical hydrodynamic model was developed to assess the combined impact of sea level rise, storm events (tropical and extra-tropical), winds, tides, river discharge, and waves. Tropical and extra tropical events were simulated using an ensemble Monte Carlo approach to develop probabilistic flooding distributions.

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See reverse side.

Results from the model were used to assess risk for assets throughout the transportation systems of the Commonwealth and to determine appropriate regional and site-specific adaptation designs to build resilience for the transportation networks. Woods Hole Group designs coastal resiliency projects through an understanding of the storm surge that influences the site under both existing, and future, conditions. Important factors such as the inundation depth levels, wave impacts, flood pathways, flood volumes, and probability of occurrence are all key considerations for developing cost-effective design approaches expected to function for current conditions, and perhaps more importantly, conditions occurring in a changing climate. Additionally, the results are being used by numerous other stakeholders (e.g., health care, universities, water commissions) and communities to assess risk and develop resilient solutions.





LOCATION
Commonwealth of Massachusetts

CLIENT
MassDOT Highway Division
10 Park Plaza, Room 4260
Boston, MA 02116

CONTACTS
Mr. Steve Miller
(857) 368-8809

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Climate Change Vulnerability / Risk Assessment and Adaptation Study
Town of Sandwich, MA

IMG_0574.heic



Sandwich projected 2070 road segment inundation risk

PROJECT CHARACTERISTICS

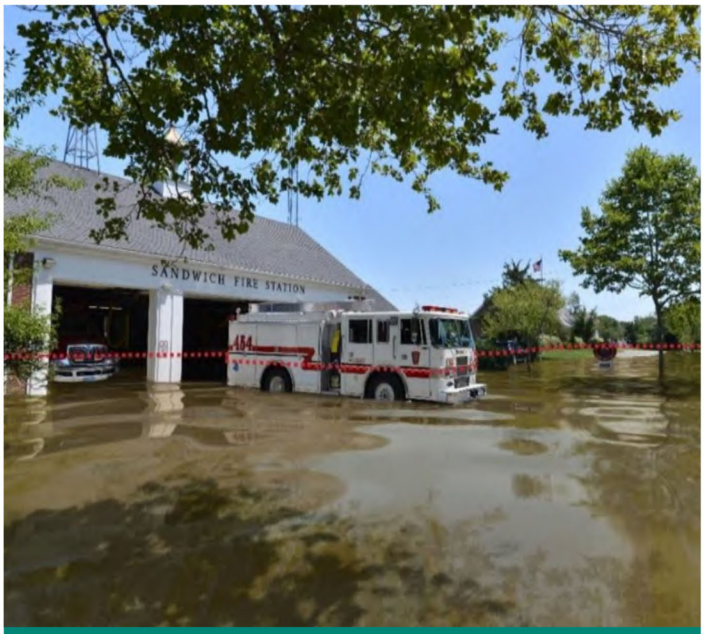
- Climate change planning
- Sea level rise and storm surge vulnerability
- Adaptation and resilience recommendations
- Massachusetts Coast Flood Risk Model
- Sea Level Affecting Marshes Model
- Infrastructure assessment
- Natural resources assessment
- Municipal Vulnerability Preparedness Program

The **Woods Hole Group (WHG)** conducted a detailed vulnerability assessment for municipal infrastructure and natural resources for the Town of Sandwich. The vulnerability assessment was funded by a Municipal Vulnerability Preparedness (MVP) Program Action Grant, and focused on two top hazards identified in Sandwich's Community Resilience Building Workshop – sea level rise and storm surge. The study prioritized high risk assets and provided recommendations for physical adaptations and regulatory changes.

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See reverse side.



Potential flooding from 1% chance even in 2030 (and 2070).



Conceptual design for Sandwich Village regional resilience.

The Sandwich Climate Change Vulnerability / Risk Assessment and Adaptation Study leveraged the latest climate change projections for sea level rise and storm surge (the Massachusetts Coastal Flood Risk Model), records review, and detailed infrastructure surveys to provide data on likely future flooding scenarios and identify potential flooding impacts to municipally-owned infrastructure. Adaptation strategies for high priority assets, as well as recommended changes to local by-laws and regulations, were developed jointly by Woods Hole Group and engineering partner Kleinfelder.

Additionally, Woods Hole Group used the Sea Level Affecting Marshes Model to identify potential flooding impacts to natural resources and highlight opportunities to facilitate marsh migration. Wherever practicable, Woods Hole Group identified regional solutions using nature-based or hybrid solutions.

Woods Hole Group worked closely with the Town's Steering Committee to understand the importance of each asset to the Town's ability to provide municipal services. Additionally, education and outreach was emphasized throughout the project, and laid the foundation for a follow-on MVP Action Grant to develop a StoryMap highlighting the Town's coastal resilience program and demonstrating the benefits of healthy and robust green infrastructure.

More details can be found at:
https://storymaps.arcgis.com/stories/0cc1b190abbc40058219d66b2f355eaa
www.woodsholegroup.com

LOCATION
Sandwich, MA

CLIENT
Town of Sandwich, Department of Natural Resources

CONTACTS
David J. DeConto
16 Jan Sebastian Drive
Sandwich, MA 02563
508-833-8054

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (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

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
MSC Cruises Terminal Expansion at PortMiami	2019	2022 (est)

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Arquitectonica	Mr. Charles Hugh Crain	(305) 372-1812 ext. 1024

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, cost, etc.)

PROJECT SUMMARY: GHD was retained by Arquitectonica on behalf of MSC Cruises to provide a coastal and mooring basis of analysis report. The report included the development of site environmental conditions, underkeel clearance and scour potential during vessel arrival/departure, a dynamic mooring and berthing analysis that included a passing vessel study, a top of wall elevation assessment, and the recommendation of a minimum finished floor elevation for the terminal building based on storm surge, wave overtopping, and sea level rise projections.



PROJECT RELEVANCE:

Hydrologic and Hydraulic Studies: Hydraulic analysis of Miami Harbor for wave, current, and water level analysis.

Flood Control: GHD completed a wave overtopping analysis to ensure that minimum specified seawall elevation met general safety and operational guidance limits during both present-day and future sea level rise scenarios.

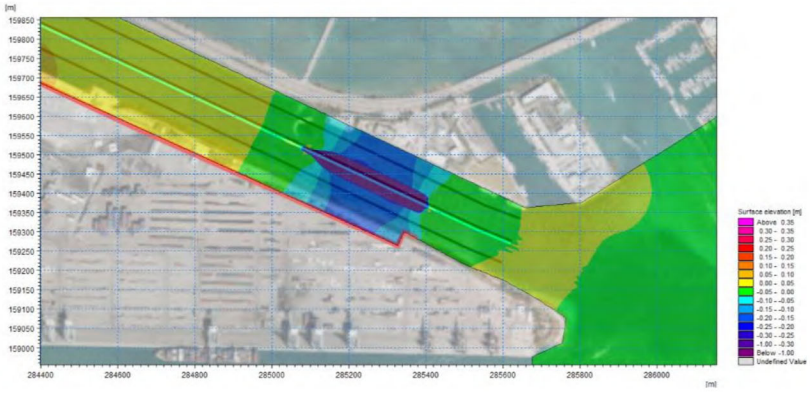
GHD also recommended a minimum finished floor elevation for the new terminal building and provided a statistical analysis of the total number of flood events expected over the project's design life. The analysis included a range of sea level rise scenarios for inclusion in the Owner's overall risk management strategy.

Coastal and Navigation Projects: GHD performed a dynamic mooring analysis for multiple floating bodies moored along PortMiami's cruise terminal Berth 8 and Berth 9 (MSC World Class & Liquefied Natural Gas (LNG) bunkering Vessel). The analysis included the effects from winds with magnitude and directional variability, a constant current, and a single passing vessel (Oasis of the Seas – stretch class) at multiple transit speeds and offset distances.

In addition, GHD analyzed the scour potential at the toe of the existing seawall due to propeller wash velocities generated by berthing and un-berthing cruise ships.

GHD also recommended a minimum underkeel clearance in the berth pocket based on an analysis of water levels, ship, bottom/bed factors, dredge tolerances and maintenance intervals, and risk levels.

Surface Water Modeling: GHD developed a hydrodynamic model of Miami Harbor to determine the draw down in water surface elevation and resulting forces that a passing vessel would have on a moored cruise ship and LNG bunkering vessel. GHD also developed a wave model to transform offshore waves into Miami Harbor.



ADDITIONAL RELEVANCE TO THIS CONTRACT:

- ✓ Coastal Resiliency
- ✓ Seawalls
- ✓ Relative Sea Level Rise
- ✓ Flood Control
- ✓ H&H Studies
- ✓ Coastal & Navigation Projects
- ✓ Surface Water Modeling

COST: $141,900 (Professional fee)

PERFORMANCE: GHD adhered to the tight schedule requirements for the initial assignment and provided a high quality deliverable that was rated a 10 out of 10 by the Client. Although the initial scope of services has been completed, GHD anticipates providing additional design services as the project moves towards construction.

WORKING RELATIONSHIPS:

Steven Davie, PE, D.CE (GHD)
Jesse Davis, PE, ENV SP (GHD)
Hugo Rodriguez, PhD, PE (GHD)
Michael Barnett, PE, D.CE (GHD)
Thomas Gillespie, CPEng (GHD)
Jose Morales, JD, PE (GHD)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	GHD	Miami, FL	Coastal engineering & design support services.

GHD Project



City of Imperial Beach Bayshore Bikeway Resiliency Project

Client: City of Imperial Beach, Public Works
Project Cost: $300,000
Dates: 2021 - ongoing
Client References:
Chris Helmer Environmental and Natural Resources Director, (619) 628-1370, chelmer@imperialbeachca.gov

GHD team Members: Brian Leslie, Aaron Holloway, Gillian Millar, Victor Tirado

Summary of Challenge

The Bayshore Bikeway is a heavily used recreational corridor that fronts one of the lowest and most vulnerable segments of Imperial Beach to coastal flooding. Sea-level rise (SLR) will drastically increase the risk of flooding with 3.3 ft of SLR not only flooding the bikeway but also large portions of State Road 75 and the disadvantaged and severely disadvantaged communities of Imperial Beach

Proposed Solution

The Bikeway alignment presents a unique opportunity to repurpose the existing path into a multi-benefit coastal resilience corridor that protects multiple vulnerable communities and key transportation infrastructure. Key features of the project include:

- **Living Levee** – ecotone slope to increase flood protection and ecosystem resilience
- **Coastal access trail enhancement** – improve mobility and safety for different user groups
- **Habitat enhancement** – tidal marsh restoration to improve hydraulic connectivity to degraded wetlands.
- **Stormwater treatment wetland** – increase resilience to flooding through use of detention pond and wetland system adaptable to SLR with the addition of a pump station.

The feasibility phase of the project was awarded funding from Ocean Protection Council Prop 68. The scope of the feasibility study includes:

- Concept Development and Feasibility
- Stakeholder and Community Outreach
- Preliminary Engineering Plans

GHD Project



Beach Boulevard Infrastructure Resiliency Project

Client, Date

City of Pacifica. May 2020 – Present

The Project

The 2,600 ft long Beach Boulevard seawall is located on the rugged Pacific Coast, approximately 10 miles south of San Francisco, in an area renowned for coastal erosion, with the City having already suffered significant property loss to the North of Beach Boulevard.

The purpose of the Beach Boulevard Seawall Replacement Project is to ensure public health and safety in the vicinity of Beach Boulevard, including the West Sharp Park downtown neighborhood, home to a thriving community of the City of Pacifica.

The seawall has continued to fail along the northern portion almost since construction completion in the mid-eighties. Waves crash over the seawall onto the road several times a year creating hazardous conditions for the general public and causing road closures along the northern portion of Beach Boulevard. This project aims to assess the risks, controlling factors and reconstruction options for the seawall and promenade, considering environmental factors, stakeholder and community engagement, coastal, geotechnical and economic impacts.

Scope

GHD is currently engaged by the City of Pacifica to develop a solution to replace the existing failing seawall, protecting critical public infrastructure and property. GHD's project scope include:

- comprehensive feasibility study,
- stakeholder & community outreach,
- design alternatives analysis,
- permitting & regulatory agency interfacing, and
- detailed design for construction.

GHD have assembled a team of professionals dedicated to an approach that will ensure the replacement of the Beach Boulevard Seawall meets the City and the Community's needs, objectives and budget and importantly will be supported by the California Coastal Commission and regulatory agencies, and aligns with the City's Local Coastal Land Use Plan.

GHD fee: $1.5M

Estimated Construction Cost $30M

Client Contact

Ryan Marquez, City of Pacifica
marquezr@ci.pacifica.ca.us

GHD Project



City of Carlsbad Climate Adaptation Project

Project
City of Carlsbad Climate Adaptation Project, Carlsbad, CA

Client
City of Carlsbad, Environmental Management Division; California State Coastal Conservancy

Date
June 2020 – Present

Challenge
Recent sea level rise planning work in the City identified a segment of Carlsbad Boulevard as being extremely vulnerable to existing and projected future coastal hazards (erosion and flooding). Several recent events exemplified this vulnerability and led to the closure of the roadway for several months during the winter of 2015/16. Construction of emergency repairs in the form of rock shoreline protection occurred immediately to stabilize the roadway base from undermining. These repairs were approved contingent of the development of a long-term resiliency plan for this roadway. The City is now undertaking a study to develop this plan – that both seeks to design a resilient roadway but also activates this valuable and underutilized coastal space with public amenities that can be adaptable over time.

Description
GHD, through close collaboration with the City and Project partners (i.e., California Coastal Conservancy and Coastal Commission, Scripps Institution of Oceanography) are realigning a one-mile segment of Carlsbad Boulevard from the coast in order to protect the roadway and re-vision acres of coastal land with multi-use trails, community spaces and environmental restoration areas. Central to the planning of this space and the future alignment of the road are projected future coastal hazards: specifically, cliff erosion, shoreline erosion and flooding.

The Project includes preliminary design of a new bi-directional roadway (a complete street – with various mobility improvements), a new 500' span bridge over Encinas Creek, a multi-use coastal trail with various community connections, new coastal parking areas, passive and active recreation areas intended to activate the space, and wetland enhancement and restoration of Encinas Creek.

Client Contact
Mike Grim
Senior Programs Manager
City of Carlsbad
1635 Faraday Avenue
Carlsbad, CA 92008
Mike.Grim@carlsbadca.gov
760.602.4623

Fee: $250,000

Vallejo Flood and Wastewater District (VFWD) Asset Management Program, Vallejo, CA

Date of Completion:
2018

Client Contact Information:
Johnson Ho
Director of Operations & Maintenance,
450 Ryder Street, Vallejo, California,
94590
707-644-8949
JHo@vallejowastewater.org

Project Budget/Performance:
Phase 1 – Asset Management Implementation Plan and Pilot AMP – 100% Complete (Total Budgeted and actual effort = $354,000)

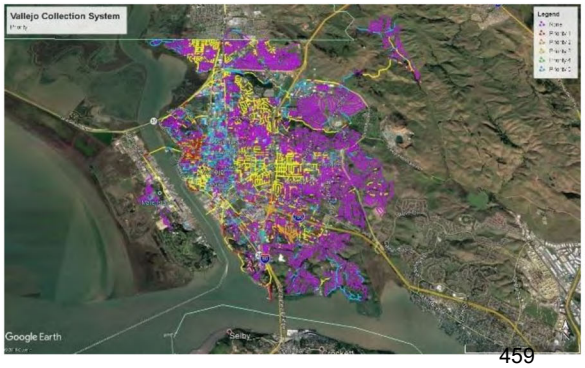
Phase 2 – WWTP AMP – 100% Complete (Total budgeted effort and actual effort = $271,000

Phase 3 – Collection System Asset Management Plan – 100% Complete (Total budgeted effort and actual effort = $233,000).

Project Description
GHD assisted the VFWD in developing and implementing an asset management program for the District's wastewater and stormwater assets. The District provides wastewater and stormwater services to 123,000 residents in the City of Vallejo and parts of Solano County. The District embarked on a multi-year, phased Asset Management Implementation Program to develop and implement leading AM principles and practices focused on improving the District's overall efficiencies and effectiveness in delivering stormwater and wastewater services to its customers. The first phase of the program focused on developing an asset management framework that defined how the District will do condition assessment, risk assessment and long-term financial planning (valuation). This involved the assessment of AM practices the District was already doing (i.e. gap analysis), development of the overall AM strategy, supporting improvement initiatives and a roadmap for implementation. Based on the implementation roadmap and the results from the pilot asset management plan (AMP), the District has decided to implement the AM framework across all classes of assets the District manages, including the development of a stormwater asset management plan. The District is also planning to initiate and complete the development of a Maintenance Master Plan (MMP), which will generate the input data and information for the District's new CMMS.

Assets managed by the District:

- 250 miles of storm drain pipes
- over 10,000 catch basins
- 376 miles of sewer collection pipeline
- 9,500 sanitary manholes
- one WWTP with an average daily flow of 10 MGD



GHD Project



Brisbane Citywide Creek and Overland Flow Path Modelling

Project

Brisbane Citywide Creek and Overland Flow Path Modelling

Client

Brisbane City Council

Date

September 2014 to 2017

Challenge

Brisbane City Council required new citywide overland flow path mapping to replace older mapping that was based on purely GIS or other non-hydrodynamic methods. The new mapping is to be based on a fully hydrodynamic numerical model, and must account for the effect of stormwater drainage on overland flow.

The primary challenge of this study is the large scale of the study area (> 1,000 km^2) and the required level of detail for urban environments (2 m grid cell size), which requires a highly innovative approach to deliver within the available timeframe and budget.

This project is likely one of the largest and most detailed of its kind anywhere in the world.

Description

The City of Brisbane is the most populous local government area in Australia, with over 1 million residents. Like many Australian towns and cities, Brisbane has a history of flooding from rivers, creeks and oceanic storm tide. In addition, due to the prevalence of intense, short-duration storm events, Brisbane is also subject to overland flow flooding. This flooding affects many properties that are lower-lying or located in sags or natural depressions.

Overland flow issues are exacerbated in older areas that were developed when contemporaneous drainage design standards made little or no allowance for major storm events.

Overland flow is particularly difficult to model, especially over large areas. A high level of detail (i.e. a small grid cell size) is required to resolve the hydraulics of key features such as road kerb and channel and flow paths within private property.

Brisbane City Council's stormwater drainage network consists over 200,000 pipe lines, 10,000 culverts and a large number of bridges. The stormwater network has typically been designed to cater for minor storm events in the range of 50% to 10% AEP. Accurate overland flow modelling requires an estimation of the capacity of these pipes. Given the scale of the project and the limitations of available data and software, an innovative approach was required.

Scope

GHD were awarded this project based on our extensive experience with overland flow modelling, our demonstrated capability to deliver a project of this scale, and our innovative and thoughtful methodology. The key aspects of this study are:

- Constructing a LIDAR-based DEM and landuse / roughness grid that represents the current state of the Brisbane City Council area.
- Developing hydrodynamic models of the entire BCC area using the TUFLOW GPU software. This state-of-the-art software enables GHD to model larger areas at a higher level of detail than possible in the past.
- Applying “direct rainfall” to the hydrodynamic models in lieu of traditional hydrograph-based inflows. This is required due to the fine-scale nature of overland flow paths, and gives results at a higher level of detail than otherwise possible.
- Testing and verification of a wide range of model parameters such as Manning’s n (including depth-varying values), loss rates, initial water levels, pre-filling of the DEM.
- Development of automated tools to filter and post-process the model results, drawing on our advanced knowledge of ArcGIS and scripting languages such as Python.
- Running all of the TUFLOW GPU models for all design storm events and durations, which will involve a total of ~ 200 days of simulation time. GHD will use our array of powerful GPU-based modelling PCs to expedite this step of the project.
- Delivery of a range of spatial data products to Council at the completion of the study for use in planning schemes, drainage investigations and many other potential end uses.

Outcomes

GHD has delivered the first revision of citywide modelling results and spatial data products (flood extents, levels, depths., velocities and hazards) and is currently working to update the models based on new LIDAR and stormwater data.

For more information please contact:

Ben Regan

T 07 3316 3639
E ben.regan@ghd.com



SCAPE

CLIMATE READY DORCHESTER

BOSTON, MA

SCAPE worked with the City of Boston to develop solutions to equitably reduce coastal flood risk in Dorchester, the largest and most diverse neighborhood in Boston. The Dorchester shoreline stretches 9.5 miles along Boston Harbor and the Neponset River. Climate Ready Dorchester expands the vision for the future of the Dorchester shoreline, offering strategies to adapt to coastal flood risk while also establishing a framework to connect the waterfront parks, beaches, and marshes in the neighborhood, transforming them into one accessible, continuous waterfront – The Dorchester Shoreway. The Shoreway consists of strategic flood protection interventions at critical flood pathways to protect from coastal flooding while increasing neighborhood access. They prioritize natural and nature-based features to reduce wave action and erosion while preserving or enhancing valuable ecosystems. To inform the decision-making process behind various resilience strategies, the SCAPE team held a series of community and stakeholder engagement sessions including two open houses and attendance to numerous existing neighborhood meetings, all designed to educate and involve attendees using custom models, 'scenarios,' and interactive engagement tools.

SIZE
7.39 square miles
8.4 linear miles (coastline)

CLIENT
City of Boston, Mayor's Office of Environment, Energy and Open Space

YEARS
2019 - 2020

SERVICES
Urban Planning and Design, Engagement

COLLABORATORS
Utile, Nitsch Engineering, Tetra Tech, All Aces, Inc., Woods Hole Group

REFERENCE
Peyton Siler Jones
Climate Resilience Program Coordinator, City of Boston, Mayor's Office of Environment, Energy and Open Space
peyton.jones@boston.gov
(828) 273-9979





Engagement materials included models, boards, plans, and 'design scenario' flipbooks to illustrate trade-offs



Tenean Beach

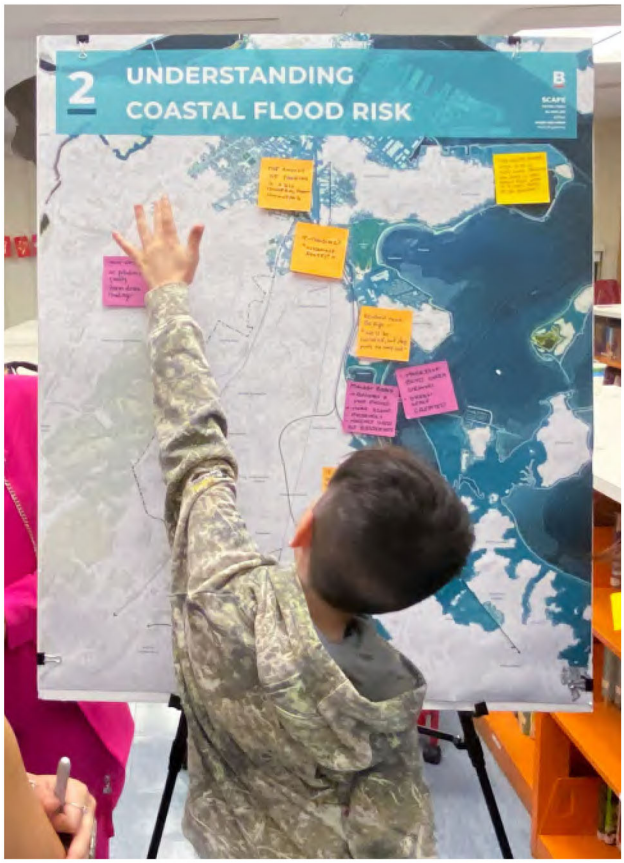


The Dorchester Shoreway and proposed catalytic projects

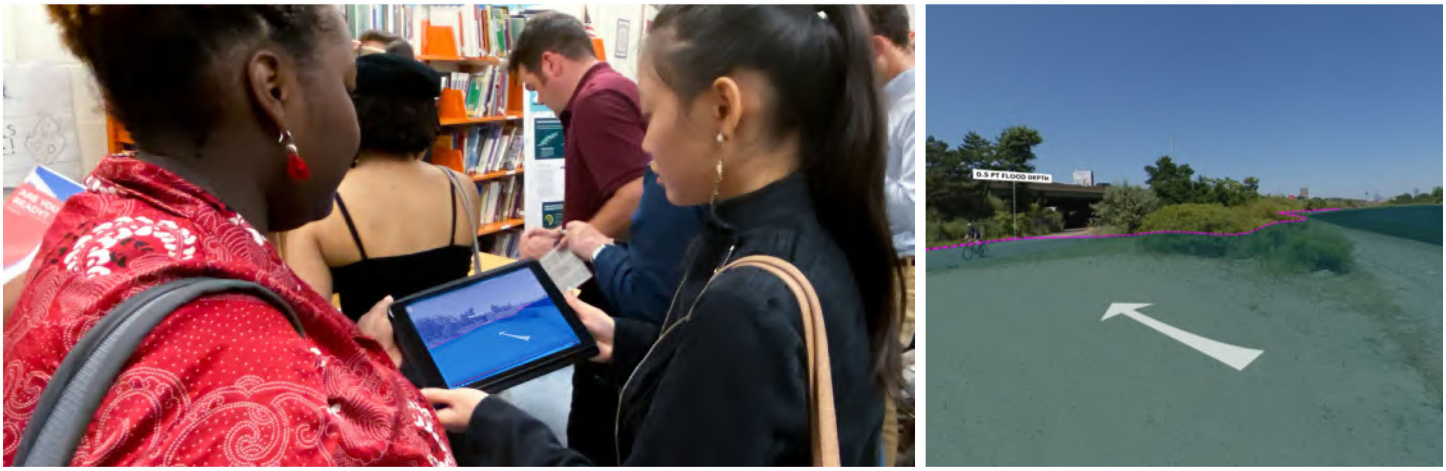


Neponset Circle and shoreline wetland restoration





Interactive mapping and informational boards at multilingual Open Houses



Virtual reality (VR) mapping tools showing flood pathways in Dorchester



Flood protection alignment at the shoreline along Morrissey Boulevard



Coastal Resilience Vocabulary for public engagement

SCAPE

MCCOY'S CREEK RECREATION & RESTORATION PLAN

JACKSONVILLE, FL

Today, much of the historic McCoy's Creek in Jacksonville, Florida is channelized, tucked underneath highways or hidden behind dense overgrowth, suffering from water quality and acute flooding issues. Through decades of disinvestment, safe access to the Creek has also been disconnected from the majority Black community of North Riverside – though it is one of few open spaces available. In collaboration with the City of Jacksonville and a range of local partners, stakeholders, and community members providing input throughout the planning process, the McCoy's Creek Recreation and Restoration Plan proposes a vision for the creek that aims to equitably reduce flooding, improve water quality, restore native ecosystems and habitats, expand recreational opportunities through a greenway and network of public destinations connecting communities along the Creek's edge; link into Jacksonville's regional Emerald Trail system with dedicated lanes for cyclists and pedestrians; and establish wayfinding that honors the Creek's rich social and cultural history.

SIZE
5 linear miles

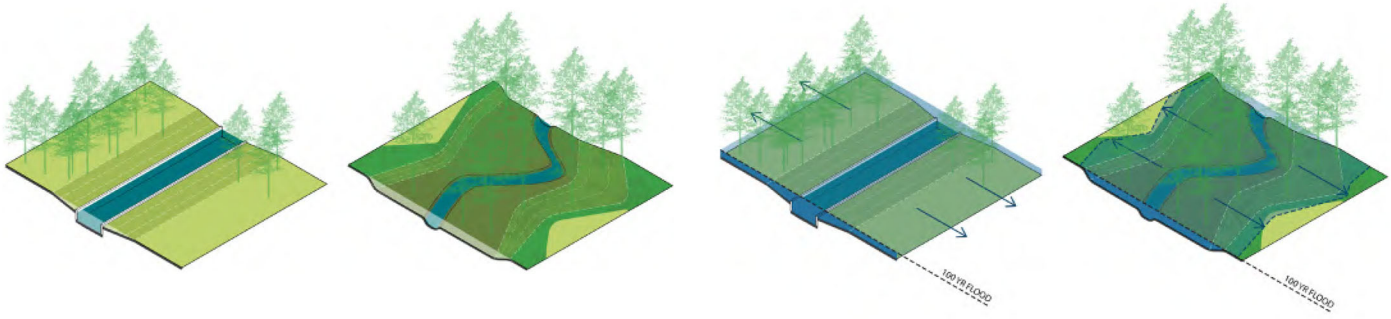
CLIENT
City of Jacksonville
Groundwork Jacksonville

YEARS
2018 - Ongoing

SERVICES
Environmental Planning,
Ecological Design,
Landscape Architecture

COLLABORATORS
Wood
CDM Smith

REFERENCE
Nikita L. Reed
Project Manager
City of Jacksonville
nreed@coj.net
(904) 255-8702



CURRENT CREEK CONDITION | FUTURE CREEK CONDITION | CURRENT CREEK CONDITION DURING FLOOD | FUTURE CREEK CONDITION DURING FLOOD



Overview of entire project area and priority open space projects







(From above to below) Multimodal path through Forest Park; Pedestrian and bike bridge over lagoon and cypress cove; Broward Bay overlook



Play area, pollinator meadow, seating grove and wetland overlook at Hollybrook Creek Park



McCoy's Creek Fest—a day of interactive outdoor activities along McCoy's Creek with area residents and stakeholders

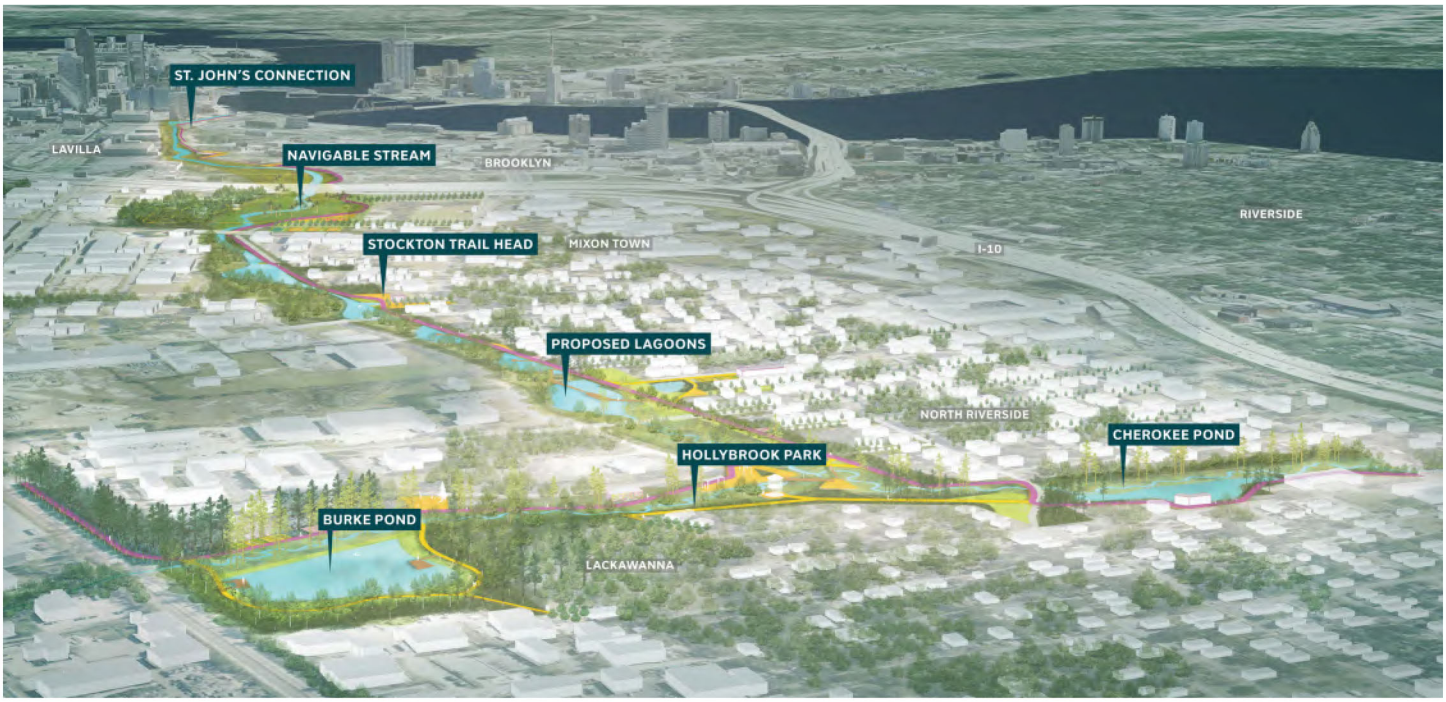


Certain areas of the trail are restored as wet-bottom ecosystems, allowing water to flow from lagoons (left) into adjacent cypress coves (right)





The project circumnavigates existing infrastructure, restoring the historic creek while creating new access points in multiple neighborhoods



Looking toward St. Johns River and downtown Jacksonville with the 'branches' of a restored McCoy's Creek in the foreground

SCAPE

CHINA BASIN PARK

SAN FRANCISCO, CA

Bound by 3rd Street, McCovey Cove and the San Francisco Bay, China Basin Park is a 5-acre waterfront park intended to be the cultural and recreational centerpiece for the planned Mission Rock neighborhood—foregrounding the pulsing, living systems of the Bay.

Firmly rooted in the character of Bay Area neighborhoods and anchored by an open and generous lawn, China Basin Park also provides a future-ready intertidal landscape and beach. Tidal shelves carved into the park 'give back' to nature while creating a shifting, biodiverse intertidal landscape and water access point. The park's topography shapes diverse spaces—including an open lawn with expansive views of the Bay Bridge and Oracle Park; a central plaza and restaurant pavilion; and a lifted grove lit by catenary lights, designed for flexible programming and cultural events. A segment of the Bay Trail also runs directly through the site, linking it to a 500-mile regional trail network that connects 47 cities.

The park promises to condense the energy of the urban destinations surrounding it while offering unfettered access to the water's edge, showcasing the area's distinct history and ecology.

SIZE
5 acres

CLIENT
Mission Rock Partners
(The San Francisco Giants, Tishman Speyer and the Port of San Francisco)

YEARS
2018 - Ongoing

SERVICES
Landscape Architecture, Urban Design, Ecological Design

COLLABORATORS
Min Design
Miller Company
Pannu Larsen McCartney
MK Engineers
Abundant Playscapes

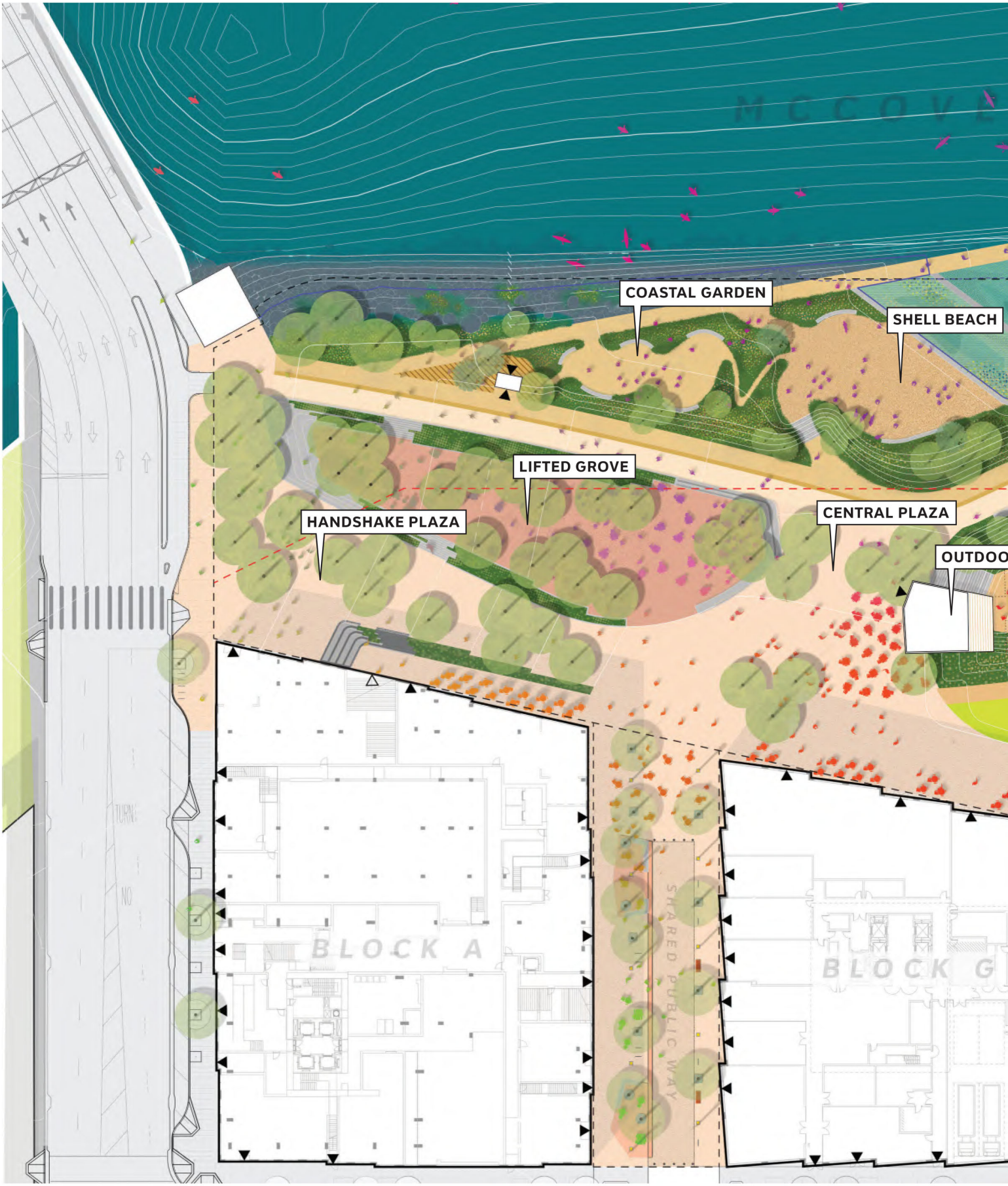
REFERENCE
Andre Krause
Director, Tishman Speyer
akrause@tishmanspeyer.com
(310) 594-2125



Tidal shelves at evening



(Above to below) Tidal shelves during daytime; lawn leading down to Bay overlook; central plaza, lifted grove and cafe bustling on game day


COASTAL GARDEN
SHELL BEACH
LIFTED GROVE
HANDSHAKE PLAZA
CENTRAL PLAZA
OUTDOO
BLOCK A
SHARED PUBLIC WAY
BLOCK G



Illustrative plan

SCAPE

LIVING BREAKWATERS

STATEN ISLAND, NY

Widely considered a model for climate-adaptive green infrastructure, Living Breakwaters is a $107 million project with a layered approach to risk reduction—enhancing physical, ecological and social resilience along the South Shore of Staten Island. The project consists primarily of 2,400 linear feet of near-shore breakwaters—partially submerged structures built of stone and ecologically-enhanced concrete units—that will break waves, reduce (and eventually reverse) erosion of the beach along Conference House Park, and provide a range of habitat spaces for oysters, fin fish and other marine species.

The Living Breakwaters concept was developed by a large, multi-disciplinary team led by SCAPE as part of a winning proposal for Rebuild By Design, the design competition launched by the U.S. Department of Housing and Urban Development (HUD) after Superstorm Sandy. The breakwaters are designed to reduce the impact of climate-intensified weather events on the low-lying coastal community of Tottenville, which experienced some of the most damaging waves in the region and tragic loss of life during Superstorm Sandy.

Informed by extensive hydrodynamic modeling, the breakwaters are also designed to slow and, eventually, reverse decades of beach erosion along the Tottenville shoreline. The breakwaters will also be constructed with “reef ridges” and “reef streets” that provide diverse habitat space, with live oyster installation expected to follow construction completion.

Beyond the physical breakwaters, the project aims to build social resilience in Tottenville through educational programs for local schools in partnership with the Billion Oyster Project (BOP). Construction on the breakwaters began in August 2021.

SIZE
350 acres (overall project)
8.73 acres (breakwaters)

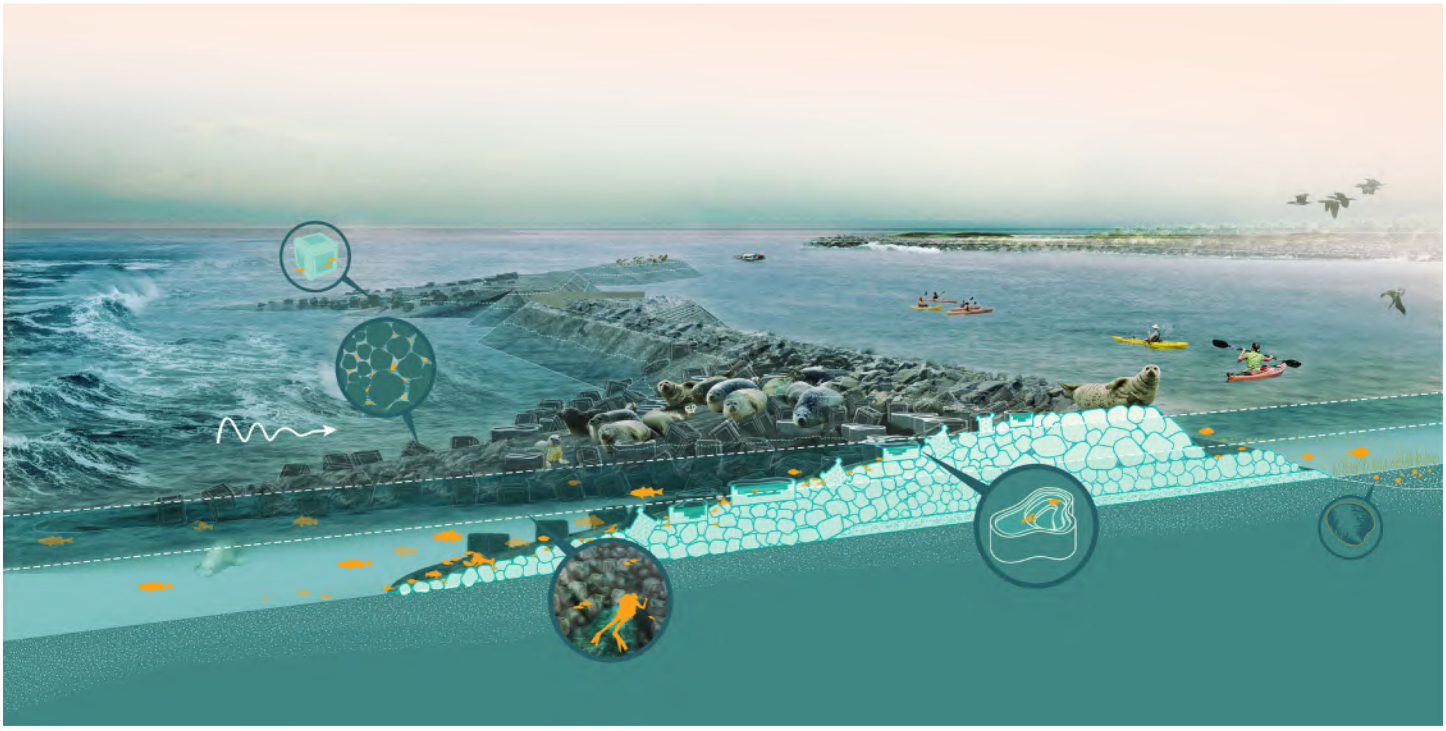
CLIENT
NYS Governor’s Office of Storm Recovery (GOSR)

YEARS
2014 - ongoing

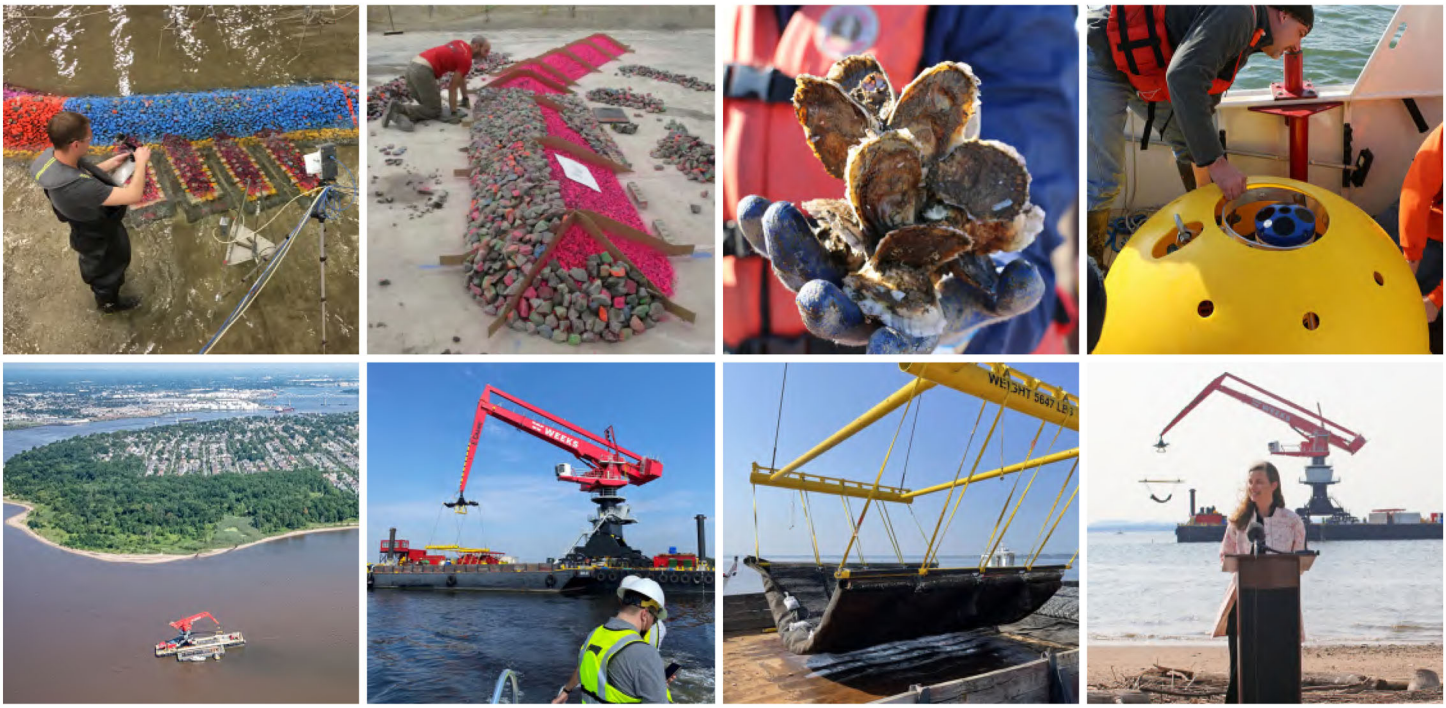
SERVICES
Infrastructure Design, Planning, Engagement

COLLABORATORS
COWI, Arcadis, SeArc Ecological Marine Consulting, WSP, MFS Engineers, Prudent Engineering, LOT-EK, The Billion Oyster Project, Weeks Marine, Ramboll, Baird, AKRF

REFERENCE
Scott Narod
Project Manager for Living Breakwaters, NYS Governor’s Office of Storm Recovery (GOSR)
scott.narod@nysandyhelp.ny.gov



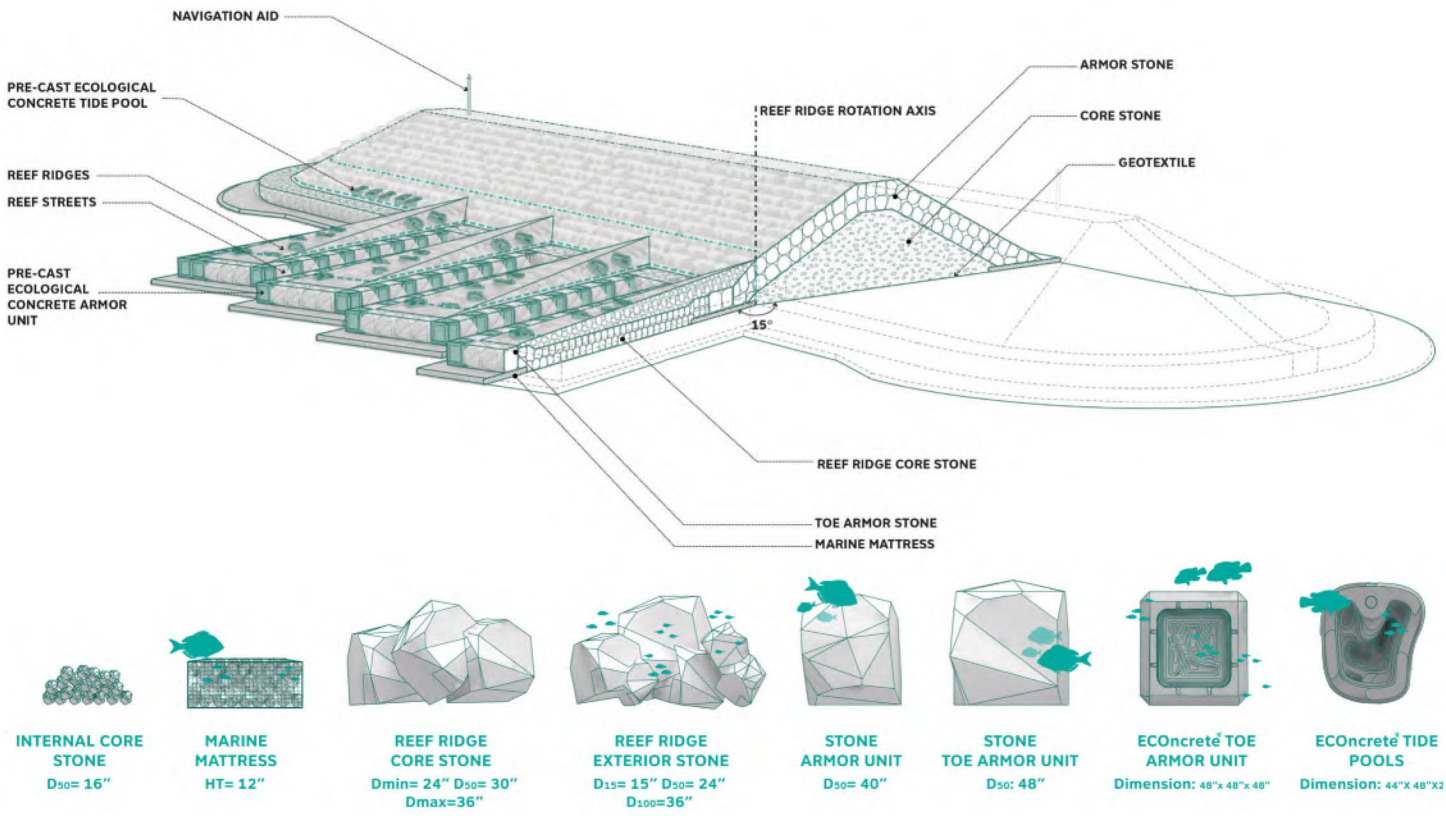
Breakwaters attenuating wave action and providing habitat space



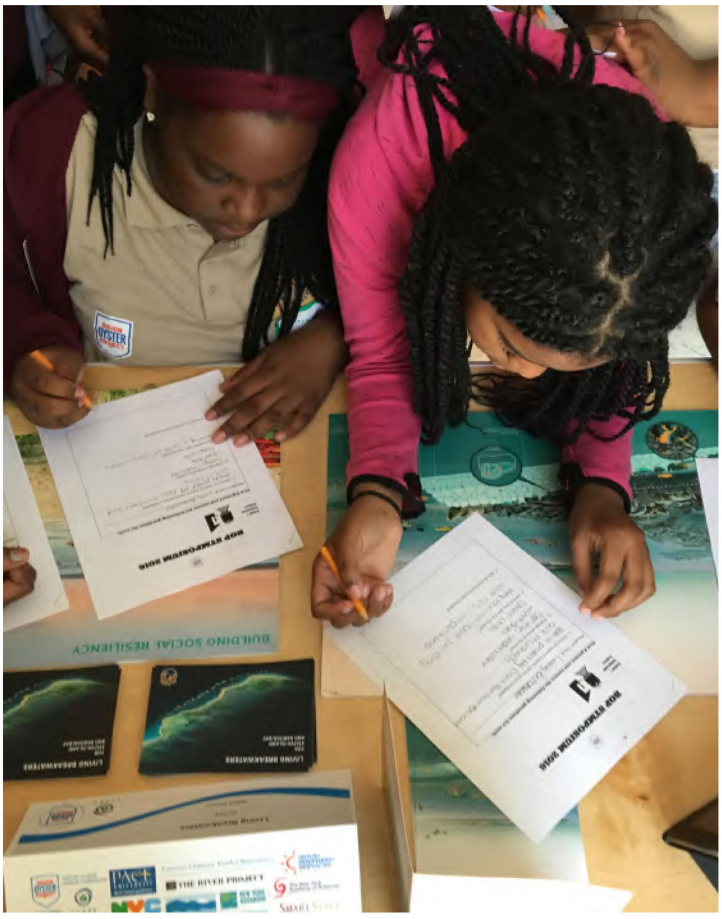
(Above) Physical hydrodynamic modeling and public engagement; (Below) Construction kick-off and placement of marine mattresses below breakwaters



Overall Living Breakwaters project including in-water and on-shore restoration and educational partnerships with local public schools



Materials and section perspective of a single breakwater



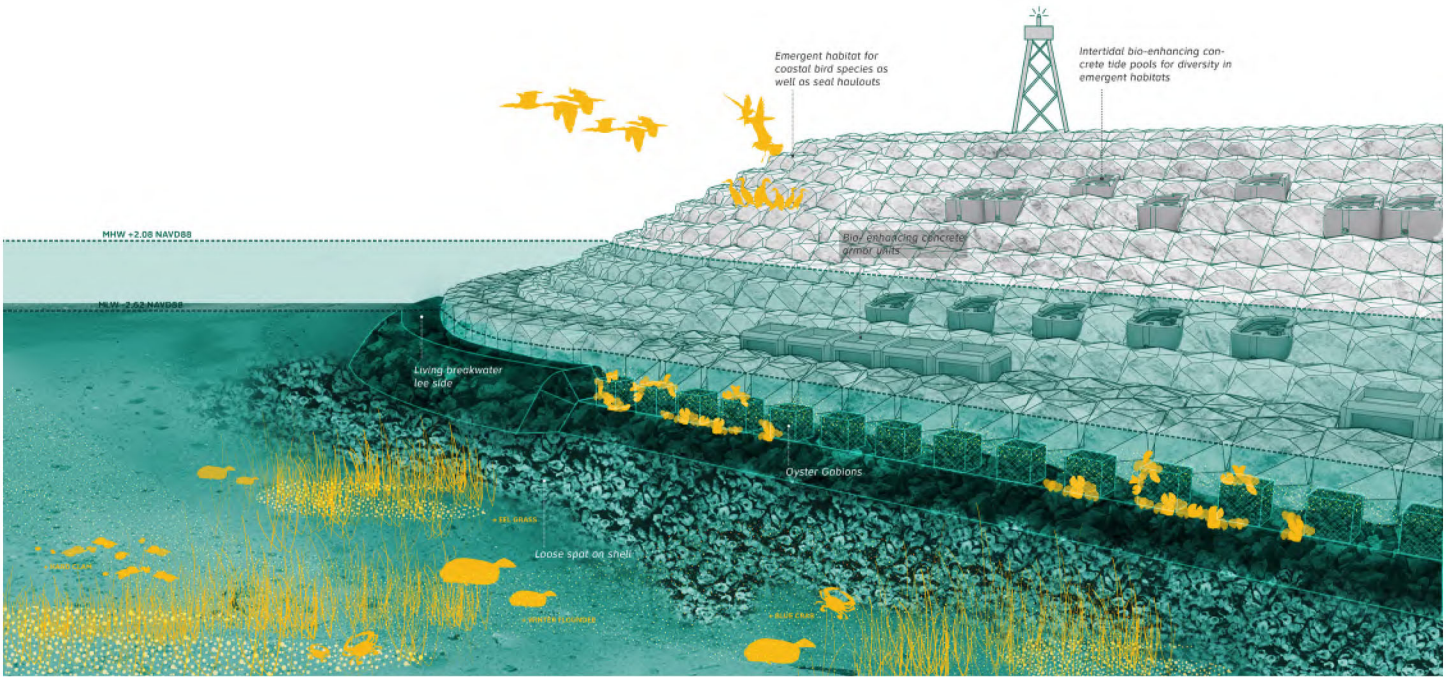


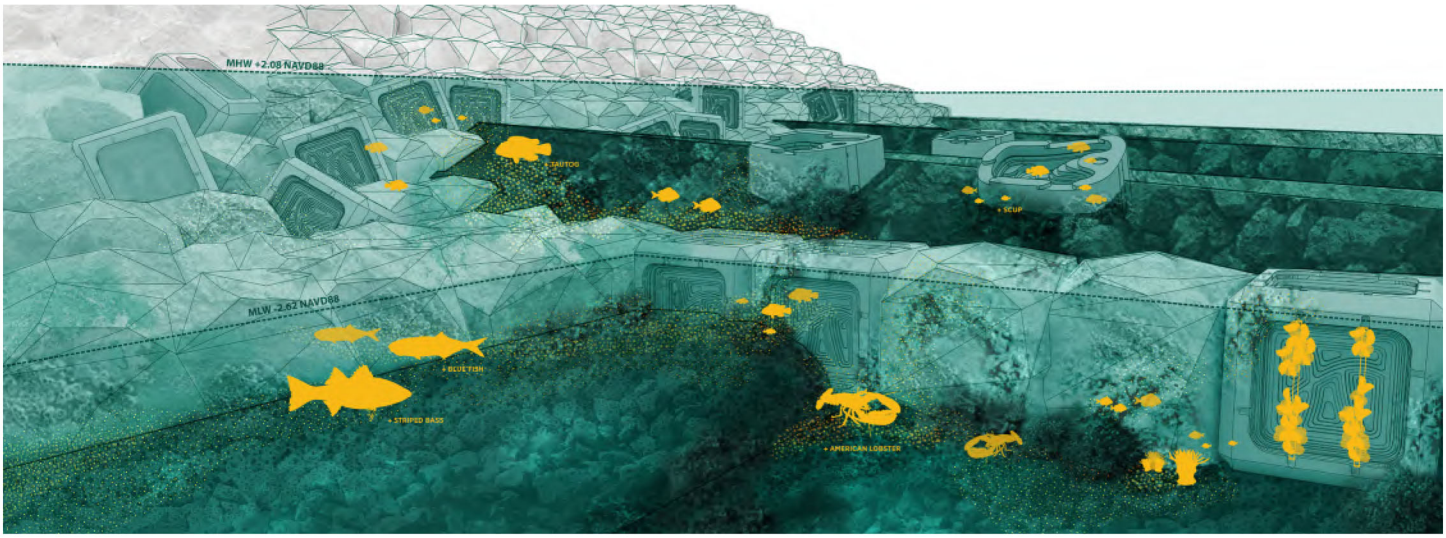
(Left) Living Breakwaters Curriculum co-developed with the Billion Oyster Project; (Right) Living Breakwaters habitat and species model





(Left) Living Breakwaters exhibit at the New York Historical Society; (Right) Installation at Staten Island Ferry Terminal





(Above) Small-grain intertidal habitat with flounder, crab and oysters; (Below) Rocky habitat with lobster and fin fish

SCAPE

HUDSON HIGHLANDS FJORD TRAIL

COLD SPRING & BEACON, NY

SCAPE is designing the master plan for a linear park and trail network along the Hudson River, providing safe access and reducing ecological stress to some of the Hudson Valley's most popular hiking destinations. The park will reconnect visitors to the river's edge, restore critical ecosystems, and create a choreographed experience of the Hudson Highlands while minimizing the impacts of heavy tourism on local communities.

Drawing inspiration from the material palette of the Hudson River School of painting, SCAPE designed an array of destinations along the Fjord Trail that foreground the area's inherent ecological diversity, encouraging restoration and stewardship along the river's edge, highlands, forest, and marsh.

Among these sites area family-friendly beach, interpretive archaeological sites, outdoor classrooms for school groups and adult classes, quiet spaces for contemplation and enjoyment of the scenery, and improved access to several trailheads within the Hudson Highlands State Park Preserve, including Breakneck Ridge—one of the top day hike destinations in the U.S.

SIZE
7.5 linear miles

CLIENT
Scenic Hudson

YEARS
2019 - 2020

SERVICES
Master Planning

COLLABORATORS
Gray Organschi Architecture
Langan

REFERENCE
Amy Kacala
Executive Director, Hudson Highlands Fjord Trail
Scenic Hudson
akacala@scenichudson.org
(845) 473-3330 x 276



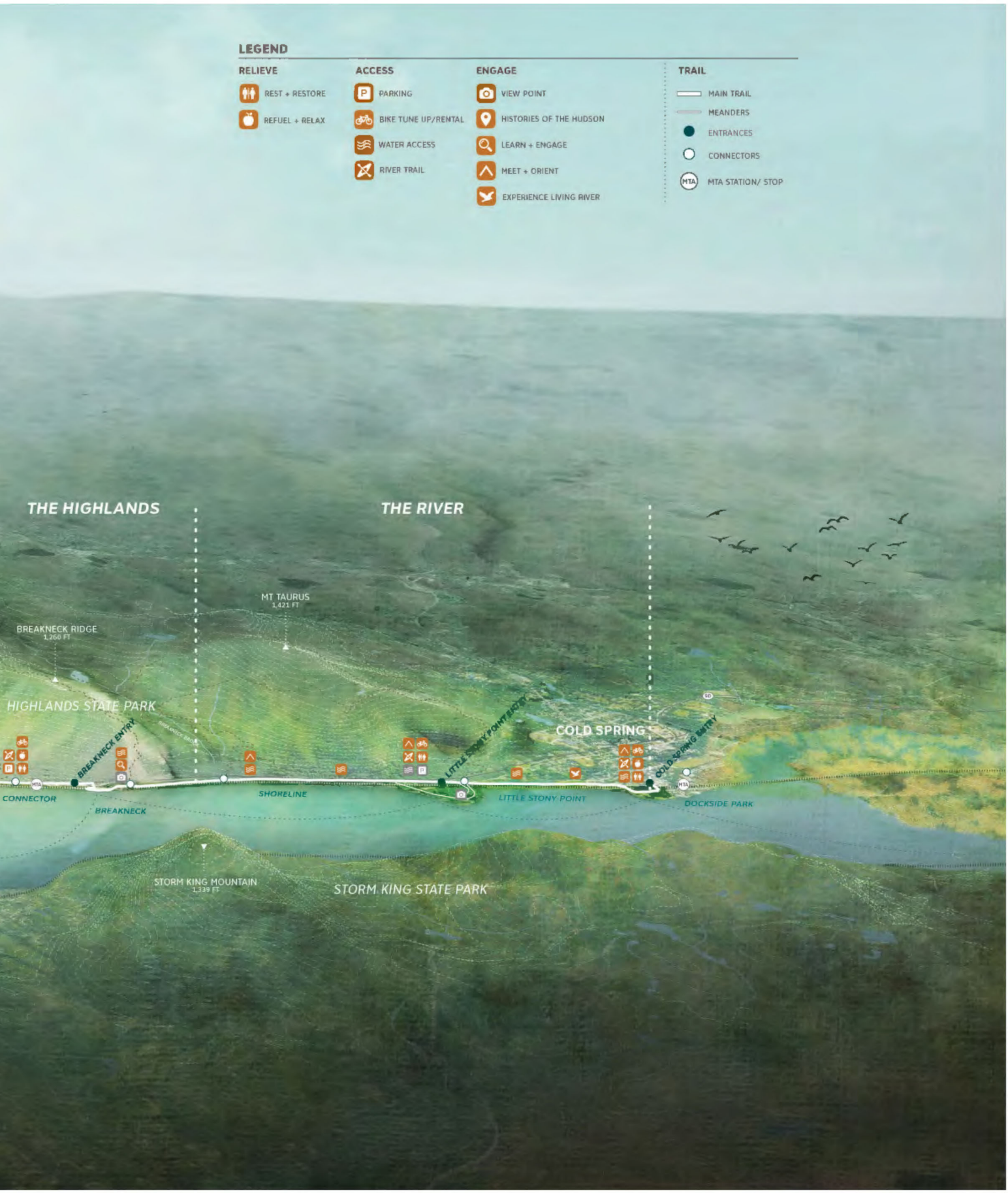
Fjord Trail zones from Cold Spring to Beacon along the Hudson River



Destinations and seasonal interest along the Fjord Trail



Overall plan of the linear park and trail network


LEGEND
RELIEVE
REST + RESTORE
REFUEL + RELAX
ACCESS
PARKING
BIKE TUNE UP/RENTAL
WATER ACCESS
RIVER TRAIL
ENGAGE
VIEW POINT
HISTORIES OF THE HUDSON
LEARN + ENGAGE
MEET + ORIENT
EXPERIENCE LIVING RIVER
TRAIL
MAIN TRAIL
MEANDERS
ENTRANCES
CONNECTORS
MTA STATION/ STOP
THE HIGHLANDS
THE RIVER
MT TAURUS
1,421 FT
BREAKNECK RIDGE
1,260 FT
HIGHLANDS STATE PARK
BREAKNECK ENTRY
COLD SPRING
CONNECTOR
BREAKNECK
SHORELINE
LITTLE STONY POINT
DOCKSIDE PARK
STORM KING MOUNTAIN
1,339 FT
STORM KING STATE PARK

TOWN OF PALM BEACH

LIST OF PROPOSED SUBCONTRACTORS FORM

The undersigned bidder hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the TOWN with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	License #
1. GHD Services, Inc.	Coastal Engineering	P.E., Brian Moore - PE64017
Michael R. Barnett, PE, D.CE - michael.barnett@ghd.com	Structural Engineering	FL Dept of State F03000005291
Senior Coastal Engineer, Associate - 251-300-1250	Storm Water/Drainage Engineering	Prof Geologist, Enos Gabriellem - PG605
3750 Airport Blvd.	Local Expertise	FL. Prof. Surveyor and Mapper - #LB8496
Mobile, AL 36608		
2. Coastal Protection Engineering, LLC	Coastal Engineering	Palm Beach County Small Business Enterprise (SBE) #VS0000014339
Thomas Pierro, PE, D.CE - 561-756-2535	Ecological Resources	
Principal Engineer - tpierro@coastalprotectioneng.com	Shore Protection Program	PE, Thomas Pierro - PE64683
5301 N. Federal Hwy, Ste 335	Local Expertise	FL Dept of State L19000166989
Boca Raton, FL 33487		FL DBPR No 33370
3. SCAPE Landscape Architecture, DPC	Landscape Architecture	Woman-owned Business Enterprise (WBE)
Pippa Brashear, RI.A - pippa@scapestudio.com	Designing for Resilience	Register Landscape Architects
Resilience Principal - 212-462-2628	Rendering/Visualization	
277 Broadway Ninth Floor		
New York, NY 10007		
4. Sobis, Inc.	Economic Analysis	Small, Woman and Minority Owned 8(a) Business DUNS 079250053
William M. Bohn - bbohn@sobisinc.com	Climate Change Adaptations	
Risk Assessment Specialist - 540-424-9624		
11812 Arbor Glen Drive		
Fredericksburg, VA 22407		
5.		

Signature and Date R. P. Hamilton May 2, 2022

Title/Company President, Woods Hole Group

TOWN OF PALM BEACH

MINIMUM QUALIFICATIONS FORM

Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Bidder has when making a determination of award. All decisions of the Town are final. Contractors, with its bid, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents.

Company: Woods Hole Group, Inc.	Solicitation: RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach
Part I— Contract Information	
Customer Name: Town of Falmouth	Contact Name: Jennifer Lincoln
Project Location: Surf Drive, Falmouth, MA	Contact Title: Conservation Commission Administrator
	Contact Email: jennifer.lincoln@falmouthma.gov
	Contact Phone: 508-495-7446
Contract Identification Number: N/A	
Type of Contract: Fixed Fee	Orignal Dollar Value: ~$95,000
Contract Start Date: August 1, 2019	Final Dollar Value: ~$95,000
Contract Completion Date: June 30, 2021	Estimated/Actual - Completion Date: June 30, 2021
Explanation of Cost Growth/Change Orders (if applicable): N/A	
Part II—Project Description and Relevance	
Relevancy: This project is relevant to Palm Beach because it specifically involves contracts with a municipality (Town of Falmouth) addressing coastal resilience in the midst of present flood risk that is increasing in the future with sea level rise and increasing storm intensity. In this case, the project is focused on protecting and potentially relocating an important low-lying road segment at risk, along with a bike path, and utility infrastructure. The project also involves shared grant funding from a state program, and depends on results from a high-resolution flood risk model.	
Specific Scope of Work Performed in Similar Areas: Woods Hole Group conducted a detailed town-wide climate change flood vulnerability assessment in 2020 which identified the Surf Drive area as one of the most vulnerable areas in town. Surf Drive is a well-traveled coastal roadway & bike path providing access to town beaches which also has a sewer main line & pump station running under/adjacent to the roadway. Surf Drive already experiences significant stressors (e.g., regulat inundation, erosion, overtopping, storm damage, etc.) under today's climet conditions. Climate change and sea-level rise will increase the frequency and severity of these stressors, resulting in increased vulnerability in the future. Woods Hole Group developed a plan to increase the coastal resiliency of the Surf Drive area incorporating phased management by identifying key time frames and sea level thresholds for action. The four themes used to develop potential actions to address the study area vulnerabilities included emphasis on 1) ecosytem health and resilience, 2) protection and maintenance of infrastructure, 3) maintenance of access transportation, and utiliey corridors, and 4) managed retreat of costly, at risk infrastructure. (See Section 1.3.1 and Attachment B).	

****Please only use one (1) form for each project reference being used****

TOWN OF PALM BEACH

MINIMUM QUALIFICATIONS FORM

Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Bidder has when making a determination of award. All decisions of the Town are final. Contractors, with its bid, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents.

Company: Woods Hole Group, Inc.	Solicitation: RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach
Part I— Contract Information	
Customer Name: The City of Boston	Contact Name: Sanjay Seth
Project Location: Moakley Park, Boston, MA	Contact Title: Climate Resilience
	Contact Email: sanjay.seth@boston.gov
	Contact Phone: 617-635-4000
Contract Identification Number: BPR 1901	
Type of Contract: Fixed Fee	Orignal Dollar Value: ~$104,000
Contract Start Date: August 4, 2019	Final Dollar Value: ~$104,000
Contract Completion Date: Ongoing	Estimated/Actual - Completion Date: Ongoing
Explanation of Cost Growth/Change Orders (if applicable): N/A	
Part II—Project Description and Relevance	
Relevancy: This project is relevant to Palm Beach because it specifically involves contracts with a municipality (City of Boston) addressing coastal resilience in the midst of present flood risk that is increasing in the future with sea level rise and increasing storm intensity. In this case, the project focuses on protecting extensive landward infrastructure of East Boston. The project also involves shared grant funding from a state program, depends on results from a high-resolution flood risk model, and is part of the broader Climate Ready Boston initiative.	
Specific Scope of Work Performed in Similar Areas: Working with a multi-disiplinary team, Woods Hole Group provided climate change assessment, coastal engineering and design, and flood risk modeling services in the overall development of the Master Plan for Moakley Park. While Moakley Park itself is at potential flood risk in the future, it also represented a major flood pathway for the City of Boston, as flood water entering through Moakley Park extended to the north and south flooding major portions of the City. Therefore, the Master Plan for Moakley Park focused not only on improving the public amenities and recreational value of Moakley Park, but also building resilience for the Park and inland areas. Woods Hole Group provide sea level rise, storm risk assessment, and coastal expertise throughout the development of the vision plan and master plan process. (See Section 1.3.1 and Attachment B).	

****Please only use one (1) form for each project reference being used****

TOWN OF PALM BEACH

MINIMUM QUALIFICATIONS FORM

Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Bidder has when making a determination of award. All decisions of the Town are final. Contractors, with its bid, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents.

Company: Woods Hole Group, Inc.	Solicitation: RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach
Part I— Contract Information	
Customer Name: Town of Braintree	Contact Name: Kelly Phelan
Project Location: Watson Park, Braintree, MA	Contact Title: Planning & Community Development
	Contact Email: kphelan@braintreema.gov
	Contact Phone: 781-794-8233
Contract Identification Number: N/A	
Type of Contract: Fixed Fee	Orignal Dollar Value: ~$105,000
Contract Start Date: Sept 24, 2019	Final Dollar Value: ~$280,000
Contract Completion Date: Ongoing	Estimated/Actual - Completion Date: Ongoing
Explanation of Cost Growth/Change Orders (if applicable): N/A	
Part II—Project Description and Relevance	
Relevancy: This project is relevant to Palm Beach because it specifically involves contracts with a municipality (Town of Braintree) addressing coastal resilience in the midst of present flood risk that is increasing in the future with sea level rise and increasing storm intensity. In this case, the project focuses on protecting landward infrastructure including roads, housing community, and recreational parks and fields. The project also involves shared grant funding from a state program, and depends on results from a high-resolution flood risk model. It is currently being constructed and includes a range of elements pertinent to Palm Beach including tidal wetland sill, flood protection berm, and innovative storm water management measures to retain and return water to the sea.	
Specific Scope of Work Performed in Similar Areas: Watson Park is an urban park located on the Weymouth Fore River in Braintree, MA. The park's shoreline had been experiencing significant erosion, which threatened existing coastal resource areas and recreational use of the park. Woods Hole Group has assisted the Town of Braintree in acquiring four years of CZM Coastal Resilience Grant funding to 1) conduct a feasibility study, 2) design and permit a living shoreline design to mitigate the ongoing erosion, improve the coastal resiliency of the property, and restore historic salt marsh habitat, 3) develop final construction drawings and bid documents in preparation for project implementation, and 4) construction The project is being constructed presently, and includes unique design aspects, such as: • Salt marsh sill, essentially restoring salt marsh on an unvegetated mud flat, for energy buffering capacity, to establish a baseline for more protection landward, and to incorporate a living shoreline approach. • Flood protection berm landward of restored marsh to mitigate flood risk up to 2070 flood horizon. • Rain gardens and drainage systems landward of the berm to accommodate storm water from precipitation and potential berm overtopping, and return flood waters back to the Fore River to prevent sustained upland flooding. • Long-term vision to even remove the berm and allow for natural wetland migration in the future should climate change eventually result in exceedance of the 2070 planning horizon. (See Section 1.3.1 and Attachment B)	

****Please only use one (1) form for each project reference being used****

TOWN OF PALM BEACH

MINIMUM QUALIFICATIONS FORM

Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Bidder has when making a determination of award. All decisions of the Town are final. Contractors, with its bid, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents.

Company: Woods Hole Group, Inc.	Solicitation: RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach
Part I— Contract Information	
Customer Name: Town of Sandwich	Contact Name: David Decoto
Project Location: Sandwich, MA	Contact Title: Director, Dept of Natural Resources
	Contact Email: ddeconto@sandwichmass.org
	Contact Phone: 508-833-8054
Contract Identification Number: N/A	
Type of Contract: Fixed Fee	Orignal Dollar Value: ~$105,000
Contract Start Date: Oct 7, 2021	Final Dollar Value: ~$105,000
Contract Completion Date: Ongoing	Estimated/Actual - Completion Date: Ongoing
Explanation of Cost Growth/Change Orders (if applicable): N/A	
Part II—Project Description and Relevance	
Relevancy: This project is relevant to Palm Beach because it specifically involves contracts with a municipality (Town of Sandwich) addressing coastal resilience in the midst of present flood risk that is increasing in the future with sea level rise and increasing storm intensity. The project is focused on boosting coastal resilience. on the exposedopencoast and back bay sides of the Town, much like Palm Beach. On the exposed coast, the program depends on a beach and dune restoration initiative. On the back bay side, various initiatives are being introduced to manage floodwaters. The project also involves shared grant funding from a state program, and depends on results from a high-resolution flood risk model. It is partly constructed, and partly in the planning and permitting stages. The work also involves collaboration with the US Army Corps of Engineers with adjacent federal channel and inlet system that interrupts natural sediment transport.	
Specific Scope of Work Performed in Similar Areas: Woods Hole Group conducted a detailed vulnerability assessment for municipal infrastructure and natural resources for the Town of Sandwich. The vulnerability assessment was funded by a Municipal Vulnerability Preparedness (MVP) Program Action Grant and focused on two top hazards identified in Sandwich's Community Resilience Building Workshop – sea level rise and storm surge. The study prioritized high risk assets and provided recommendations for physical adaptations and regulatory changes. Collaboration with the Town's Steering Committee was essential to understand the importance of each asset to the Town's ability to provide municipal services. Additionally, education and outreach were emphasized throughout the project, and laid the foundation for a follow-on MVP Action Grant to develop an ArcGIS StoryMap highlighting the Town's coastal resilience program and demonstrating the benefits of healthy and robust green infrastructure.	

****Please only use one (1) form for each project reference being used****

TOWN OF PALM BEACH

MINIMUM QUALIFICATIONS FORM

Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Bidder has when making a determination of award. All decisions of the Town are final. Contractors, with its bid, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents.

Company: Woods Hole Group, Inc.	Solicitation: RFQ No. 2022-16 Coastal Resiliency Consultant for Town of Palm Beach
Part I— Contract Information	
Customer Name: Town of Duxbury	Contact Name: Valerie Massard
Project Location: Duxbury, MA	Contact Title: Director, Dept of Natural Resources
	Contact Email: Massard@town.duxbury.ma.us
	Contact Phone: 781-834-1100
Contract Identification Number: N/A	
Type of Contract: Fixed Fee	Orignal Dollar Value: ~$132,000
Contract Start Date: July 29, 2019	Final Dollar Value: ~$132,000
Contract Completion Date: June 30, 2020	Estimated/Actual - Completion Date: June 30, 2020
Explanation of Cost Growth/Change Orders (if applicable): N/A	
Part II—Project Description and Relevance	
Relevancy: This is another project relevant to Palm Beach because it is direct work for a municipality (Town of Duxbury) addressing coastal risk and resilience through a detailed vulnerability assessment and adaptation study. This work was funded in part by a State grant program geared towards Municipal Vulnerability Preparedness similar to Resilient FL. Additionally, this study included an assessment of an important harbor business district including public and private infrastructure much like those found in Palm Beach. This involved working with the Town, a regional planning authority, and business owners to identify the importance of each infrastructure asset for providing municipal services to support operations and commercial activities within the harbor.	
Specific Scope of Work Performed in Similar Areas: Woods Hole Group conducted a detailed vulnerability assessment for municipal infrastructure and natural resources for the Town of Duxbury, and private infrastructure in an important waterfront business district (Snug Harbor). The sea level rise and storm surge vulnerability assessment was funded by a Massachusetts Municipal Vulnerability Preparedness (MVP) Program Action Grant. The study prioritized high risk assets and provided recommendations for physical adaptations and regulatory changes. Additionally, Woods Hole Group used the Sea Level Affecting Marshes Model (SLAMM) to identify potential flooding impacts to natural resources and highlight opportunities to facilitate marsh migration. Wherever practicable, Woods Hole Group identified regional solutions using nature-based or hybrid solutions. Woods Hole Group worked closely with the Town's Steering Committee and Snug Harbor stakeholders to understand the importance of each asset to the Town's ability to provide municipal services and the operations of each Snug Harbor business or non-profit. Woods Hole Group developed a customized asset rating system that enabled Snug Harbor organizations to assess the economic, operational, and business planning impacts of asset flooding. Woods Hole Group also collaborated with the Metropolitan Area Planning Council on Snug Harbor resilience planning and public outreach. (See Section 1.3.1 and Attachment B)	

****Please only use one (1) form for each project reference being used****

2022 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 25, 2022
Secretary of State
8368512638CC

DOCUMENT# F13000005207

Entity Name: THE WOODS HOLE GROUP, INC.

Current Principal Place of Business:

107 WATERHOUSE RD
BOURNE, MA 02532

Current Mailing Address:

107 WATERHOUSE RD
BOURNE, MA 02532 US

FEI Number: 04-3408801

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC
7901 4TH STREET N,
SUITE 300
ST.PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	TREASURER, SECRETARY
Name	HAMILTON, ROBERT P JR	Name	FOULQUIER, CARINE AUDREY
Address	107 WATERHOUSE RD	Address	107 WATERHOUSE RD
City-State-Zip:	BOURNE MA 02532	City-State-Zip:	BOURNE MA 02532

Title	CHAIRMAN
Name	VASSAL, CHRISTOPHE
Address	11 RUE HERMES
City-State-Zip:	RAMONVILLE 31520

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARINE FOULQUIER CFO 01/25/2022

Electronic Signature of Signing Officer/Director Detail — Date

#	Section	Max	Offer	Wayne Bergman		Robert Weber		Eric Brown		Jason Ephricat		Jane Le Claiche	
	Evaluation Factors	100.00 (100%)		Score	Comment	Score	Comment	Score	Comment	Score	Comment	Score	Comment
5.4.1	Qualifications/Experience of Firm - 30% weight Please attach the following evaluation information: Company Credentials Current Contracts Completed Commercial and/or Governmental Contracts Experience in similar jobs Understanding of the Town's needs Successful use of innovative ideas	30.00 (30.0%)	Woods Hole Group - Woods Hole Group	24.00 (24.00%)	Proxy evaluation for Wayne Bergman	30.00 (30.0%)	Authored Lovett Up Palm Beach Coastal Resiliency Plan	30.00 (30.0%)	Firm is currently serving TOPB as a consultant for coastal engineering services, and completed the previous vulnerability assessment and resiliency plan update. The current community of TOPB looks far 10+ yrs and has assembled a strong team of local subconsultants that also has TOPB experience (GAS, CPC). Firm has excellent understanding of unique requirements of TOPB. Innovative ideas include stormwater harvesting ("low plunge", Lake Worth shoreline 3D modeling, ect).	30.00 (30.0%)		30.00 (30.0%)	They have performed well for the town during our initial resiliency work and the Level 1 & 2 update. They have qualified staff from a deep bench of experts and subs
5.4.1	Qualifications/Experience of Firm - 30% weight Please attach the following evaluation information: Company Credentials Current Contracts Completed Commercial and/or Governmental Contracts Experience in similar jobs Understanding of the Town's needs Successful use of innovative ideas	30.00 (30.0%)	Wood Environment & Infrastructure Solutions, Inc. - Wood Environment & Infrastructure Solutions, Inc.	30.00 (30.0%)	Proxy evaluation for Wayne Bergman	25.00 (25.00%)	Unclear which projects they are "prime". Very small amount of time for these efforts. Most relevant projects performed by their proposed subs.	18.00 (18.00%)	Miami Dade firm doing business in FL for 20 yrs. reference form includes coastal municipal clients but necessarily all resiliency or vulnerability tasks). Firm has limited experience in Florida but has performed resiliency planning, etc) mostly for relatively small tasks? Firm is noted as large, world wide firm. Multi-jurisdictional assessment seems to be the same one listed for Gunzenhaich also?	18.00 (18.00%)		27.00 (27.00%)	They and their subs have a lot of Florida experience in various resiliency projects.
5.4.1	Qualifications/Experience of Firm - 30% weight Please attach the following evaluation information: Company Credentials Current Contracts Completed Commercial and/or Governmental Contracts Experience in similar jobs Understanding of the Town's needs Successful use of innovative ideas	30.00 (30.0%)	Geosyntec Consultants, Inc. - Geosyntec Consultants, Inc.	30.00 (30.0%)	Proxy evaluation for Wayne Bergman	11.00 (12.00%)	List of current references of pertinent projects includes large items of five interior counties. Not coastal resiliency. Only 1 of 5 is active in a barrier island fronting the Atlantic Ocean.	24.00 (24.00%)	Firm is based in Boca Raton doing business as ATM with 50 employees and TOPB is the 1st on their consultant list. Reference form list other municipal clients, mostly in central/northern FL; some are Miami-Lord not coastal. Millerman-qualifications forms include other clients with coastal projects but not for resiliency assessments. Some project experience noted in for tasks already completed by TOPB? Noted some success in grant funding for clients and familiarity with neighboring coastal communities' vulnerability assessment. Understanding of TOPB needs was generically good	21.00 (21.00%)		24.00 (24.00%)	They are ATM which has done a lot of the previous work for the Town. They use LOR as their attorney for coastal experience. They have a lot of governmental experience, with a few resiliency clients.
5.4.2	Technical abilities and approach to Scope of Work - 25% weight Please attach detailed Proposal per below requirements, but not limited to: Quality and quantity of company resources Understanding of Scope of Work Individualization of proposal to Town of Palm Beach needs Licenses Overall completeness, clarity and quality of proposal	25.00 (25.00%)	Woods Hole Group - Woods Hole Group	20.00 (20.0%)	Proxy evaluation for Wayne Bergman	25.00 (25.00%)	Authored Lovett Up Palm Beach Plan. Added local sub-consultants for implementation	22.50 (22.50%)	Best understanding of the scope of work, and best positioned to follow through with previous recommendations. Acknowledged all rule waiver items in tabular form with various town departments. Overall, a very strong and comprehensive proposal. Detailed data collection (water level monitoring & surveying) to obtain necessary information for decision making.	25.00 (25.00%)		25.00 (25.00%)	They have a high level of understanding of the Town's scope of work since they are the ones that have done it. provided a lot of information with their proposal.
5.4.2	Technical abilities and approach to Scope of Work - 25% weight Please attach detailed Proposal per below requirements, but not limited to: Quality and quantity of company resources Understanding of Scope of Work Individualization of proposal to Town of Palm Beach needs Licenses Overall completeness, clarity and quality of proposal	25.00 (25.00%)	Wood Environment & Infrastructure Solutions, Inc. - Wood Environment & Infrastructure Solutions, Inc.	20.00 (20.0%)	Proxy evaluation for Wayne Bergman	17.50 (17.50%)	Questioned the local knowledge of a subcontractor (Dunkin Donuts) while highlighting their knowledge and abilities.	17.50 (17.50%)	Provided some specific point-by-point information on the tasks listed Back in the RFQ. Some experience noted in floodplain ordinances and comprehensive plan revisions. Project management approach seemed generic. Key stakeholders indicated was similarly generic.	15.00 (15.00%)		22.50 (22.50%)	They made a effort to understand the town until the work that has been done so far. They have a good understanding of the scope and provided examples and ideas for some of the Town's issues the Lake Trail.
5.4.2	Technical abilities and approach to Scope of Work - 25% weight Please attach detailed Proposal per below requirements, but not limited to: Quality and quantity of company resources Understanding of Scope of Work Individualization of proposal to Town of Palm Beach needs Licenses Overall completeness, clarity and quality of proposal	25.00 (25.00%)	Geosyntec Consultants, Inc. - Geosyntec Consultants, Inc.	25.00 (25.00%)	Proxy evaluation for Wayne Bergman	15.00 (15.00%)	Proposing new, innovative strategies. The purpose of this solicitation is to supplement the current Lovett Up Palm Beach plan.	17.50 (17.50%)	Provided org chart and overview of firm's philosophy. Many of EMP's noted may not be practical for TOPB? Some of ways/tools highlighted may be beyond or outside the defined scope of services?	15.00 (15.00%)		28.00 (28.00%)	They seemed to understand the Town's needs and scope of work. They didn't offer as much information as the other two firms.
5.4.3	Experience/Ability of Personnel - 25% weight Please attach the following evaluation information: Management's Credentials Project Personnel Credentials Staff Size of Key Participants Location of Company/Key Participants	25.00 (25.00%)	Woods Hole Group - Woods Hole Group	25.00 (25.00%)	Proxy evaluation for Wayne Bergman	25.00 (25.00%)	Bob Koenhiel and Mike Bozzett have been involved in the Town of Palm Beach projects. Primary project team office in Massachusetts, Sub have offices in Wellington and Boca Raton, FL	22.50 (22.50%)	Project team with many individuals having previous TOPB experience. Specialty team members for landscape architecture and GIS support.	25.00 (25.00%)		25.00 (25.00%)	Located in MA. They have not had issues with their location working with the Town. They are very experienced and have done work throughout the country.
5.4.3	Experience/Ability of Personnel - 25% weight Please attach the following evaluation information: Management's Credentials Project Personnel Credentials Staff Size of Key Participants Location of Company/Key Participants	25.00 (25.00%)	Wood Environment & Infrastructure Solutions, Inc. - Wood Environment & Infrastructure Solutions, Inc.	25.00 (25.00%)	Proxy evaluation for Wayne Bergman	17.50 (17.50%)	Not familiar with key personnel. One listed has worked in the Town of Palm Beach, but I am not familiar. Miami, Fort Myers, Florida. Claim local office in West Palm Beach.	16.25 (16.25%)	Provided org chart and summary of key personnel. No local TOPB experience of note.	15.00 (15.00%)		22.50 (22.50%)	Company located in Tampa and they have an office in WPB where the project manager would reside. They have a good amount of resiliency and have done many projects in FL.
5.4.3	Experience/Ability of Personnel - 25% weight Please attach the following evaluation information: Management's Credentials Project Personnel Credentials Staff Size of Key Participants Location of Company/Key Participants	25.00 (25.00%)	Geosyntec Consultants, Inc. - Geosyntec Consultants, Inc.	25.00 (25.00%)	Proxy evaluation for Wayne Bergman	17.50 (17.50%)	Mike Jenkins (ATM) listed as a team coordinator and project integrator. Main office in Boca Raton, Florida. Claimed "Executive" office (ATM) is in West Palm Beach.	17.50 (17.50%)	Org chart and summary of key personnel and subconsultants provided. A few of project team members have local TOPB experience.	28.00 (30.0%)		28.00 (30.0%)	Mike Jenkins has worked with the Town for many years. He brings a lot of experience.
5.4.4	Workload and Scheduling - 10% weight Please attach the following evaluation information: Overall workload of the company, number of current contracts Project scheduling ability/track completion of work/schedule to accommodate this contract Meeting the Town's requirements	10.00 (10.0%)	Woods Hole Group - Woods Hole Group	8.00 (8.00%)	Proxy evaluation for Wayne Bergman	10.00 (10.0%)	Knew most and exceeded requirements of the Town Town staff and Town Council.	10.00 (10.0%)	Workload and availability noted with ability to tap on additional skilled resources as needed. Identified specific schedule recommendations for first year efforts. Demonstrated commitment to meeting Town's requirements (i.e. example of sand harvesting project).	10.00 (10.0%)		9.00 (9.00%)	Not as much detail, but have provided excellent service in the past.
5.4.4	Workload and Scheduling - 10% weight Please attach the following evaluation information: Overall workload of the company, number of current contracts Project scheduling ability/track completion of work/schedule to accommodate this contract Meeting the Town's requirements	10.00 (10.0%)	Wood Environment & Infrastructure Solutions, Inc. - Wood Environment & Infrastructure Solutions, Inc.	10.00 (10.0%)	Proxy evaluation for Wayne Bergman	7.00 (7.00%)	This firm appears to be a sub-contractor for the largest of the projects listed but have been worked on.	6.00 (6.00%)	Workload and availability noted as sufficient to meet project needs.	6.00 (6.00%)		9.00 (9.00%)	They have indicated that their key personnel have sufficient time to spend on this project.
5.4.4	Workload and Scheduling - 10% weight Please attach the following evaluation information: Overall workload of the company, number of current contracts Project scheduling ability/track completion of work/schedule to accommodate this contract Meeting the Town's requirements	10.00 (10.0%)	Geosyntec Consultants, Inc. - Geosyntec Consultants, Inc.	10.00 (10.0%)	Proxy evaluation for Wayne Bergman	6.00 (6.00%)	Minimum qualifications for Volume of Previous assessment - of which this has been performed in the Town already. Not clear on implementation of planned work.	7.00 (7.00%)	Workload and availability noted, and ATM staff has history with TOPB to complete construction project efforts.	6.00 (6.00%)		7.00 (7.00%)	Not as detailed but claims they have sufficient time to work on project.
5.4.5	Volume of Previous Work - 5% weight Points awarded based upon past award made by the Town. Points will be awarded based upon the percentage of past awards made by the Town. At the closing of the Request for Qualifications the total of all purchase orders issued (for the past three-year period) will be determined for each proposer. The highest proposer total will become the basis for evaluation point distribution. The point distribution will be as follows: Proposers whose past awards have totaled less than 5% of the basis will receive 5 points. Proposers whose past awards have totaled over 5%, but less than 25% will receive 4 points. Proposers whose past awards have totaled over 25%, but less than 50% will receive 3 points. Proposers whose past awards have totaled over 50%, but less than 85% will receive 2 points. Proposers whose past awards have totaled over 85% will receive 1 point. No need for proposers to submit any information	5.00 (5.00%)	Woods Hole Group - Woods Hole Group	4.00 (4.00%)									
5.4.5	Volume of Previous Work - 5% weight Points awarded based upon past award made by the Town. Points will be awarded based upon the percentage of past awards made by the Town. At the closing of the Request for Qualifications the total of all purchase orders issued (for the past three-year period) will be determined for each proposer. The highest proposer total will become the basis for evaluation point distribution. The point distribution will be as follows: Proposers whose past awards have totaled less than 5% of the basis will receive 5 points. Proposers whose past awards have totaled over 5%, but less than 25% will receive 4 points. Proposers whose past awards have totaled over 25%, but less than 50% will receive 3 points. Proposers whose past awards have totaled over 50%, but less than 85% will receive 2 points. Proposers whose past awards have totaled over 85% will receive 1 point. No need for proposers to submit any information	5.00 (5.00%)	Wood Environment & Infrastructure Solutions, Inc. - Wood Environment & Infrastructure Solutions, Inc.	5.00 (5.00%)									
5.4.5	Volume of Previous Work - 5% weight Points awarded based upon past award made by the Town. Points will be awarded based upon the percentage of past awards made by the Town. At the closing of the Request for Qualifications the total of all purchase orders issued (for the past three-year period) will be determined for each proposer. The highest proposer total will become the basis for evaluation point distribution. The point distribution will be as follows: Proposers whose past awards have totaled less than 5% of the basis will receive 5 points. Proposers whose past awards have totaled over 5%, but less than 25% will receive 4 points. Proposers whose past awards have totaled over 25%, but less than 50% will receive 3 points. Proposers whose past awards have totaled over 50%, but less than 85% will receive 2 points. Proposers whose past awards have totaled over 85% will receive 1 point. No need for proposers to submit any information	5.00 (5.00%)	Geosyntec Consultants, Inc. - Geosyntec Consultants, Inc.	1.00 (1.00%)									
5.4.6	Financial and Other Information - 5% weight Please attach the following evaluation information: Financial resources and capabilities Evidence of insurance and bonding capability Present and previous litigation or disputes Contract Denial, Last and/or Terminated Contracts Financial Information Note: Please provide an indicator of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project shall be included in the RFQ response. If selected as a short-listed finalist, the Town may request you to order and provide a copy of Dun & Bradstreet report.	5.00 (5.00%)	Woods Hole Group - Woods Hole Group									4.50 (4.50%)	provided sufficient information mentioned a past claim that was resolved in their favor
5.4.6	Financial and Other Information - 5% weight Please attach the following evaluation information: Financial resources and capabilities Evidence of insurance and bonding capability Present and previous litigation or disputes Contract Denial, Last and/or Terminated Contracts Financial Information Note: Please provide an indicator of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project shall be included in the RFQ response. If selected as a short-listed finalist, the Town may request you to order and provide a copy of Dun & Bradstreet report.	5.00 (5.00%)	Wood Environment & Infrastructure Solutions, Inc. - Wood Environment & Infrastructure Solutions, Inc.									4.00 (4.00%)	Provided sufficient information did not list litigation, but acknowledged that they have some from time to time.
5.4.6	Financial and Other Information - 5% weight Please attach the following evaluation information: Financial resources and capabilities Evidence of insurance and bonding capability Present and previous litigation or disputes Contract Denial, Last and/or Terminated Contracts Financial Information Note: Please provide an indicator of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project shall be included in the RFQ response. If selected as a short-listed finalist, the Town may request you to order and provide a copy of Dun & Bradstreet report.	5.00 (5.00%)	Geosyntec Consultants, Inc. - Geosyntec Consultants, Inc.									3.50 (3.50%)	Provided sufficient information has a some prior litigation

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Resolutions

Agenda Title
RESOLUTION NO. 071-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of ITB No. 2022-12, North Ocean Seawall Repair and Painting to Lambert Brothers, Inc. in the Amount of $229,700 and Establishing a Project Budget of $264,155.

Presenter
Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- **Memorandum dated May 20, 2022 from Dean Mealy, Procurement and Contract Manager**
- **Resolution No. 071-2022**
- **Bid Tab**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO

RE: Approve the Award of ITB No. 2022-12, North Ocean Seawall Repair and Painting to Lambert Brothers Inc. in the Amount of $229,700 and Establish a Project Budget of $264,155 - **Resolution No. 071-2022**

DATE: May 20, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve the Award of ITB No. 2022-12, North Ocean Seawall Repair and Painting to Lambert Brothers Inc. in the Amount of $229,700 and Establish a Project Budget of $264,155.

GENERAL INFORMATION

The Town sought bids from responsible and experienced contractors to clean, prep and paint/seal the Town's North Ocean Boulevard seawall located north of Country Club Road and south Bahama Lane directly across from the Palm Beach Country Club. Length of Seawall is approximately 1750 LF.

The purpose of the work is to restore and repair deteriorated and damaged elements of the North Ocean Boulevard Sewall identified by KHA as part of the Town's regular maintenance of its infrastructure. The North Ocean Seawall was reconstructed in the summer of 2015. Because the seawall is exposed to a harsh environment regularly: storms, hurricanes, salt air, waves, therefore should be inspected regularly to address any cracking, spalling, and recoating as part of general maintenance to extend the life of the seawall.

The project components included but were not limited to mobilization/demobilization, general conditions, bonds, insurance, pre-construction videos, permit compliance, maintenance of traffic, temporary/construction fencing, site prep and cleaning, cleaning of wall, parapet and caps, crack repairs, removal of spalling concrete, concrete repairs, containment of concrete debris, painting and sealing of all surfaces.

PURCHASING BACKUP

Town Purchasing advertised this project nationally through DemandStar to 289 firms. The solicitation was also advertised through the Town website and the Palm Beach Post. The solicitation was advertised for thirty days. Five firms responded to the ITB. One bid was

considered non-responsive.

Town Purchasing has conducted reference checks for the recommended awardee, Lambert Brothers, Inc.

FUNDING/FISCAL IMPACT

Funding for this award will be from the Coastal Program.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the Public Works Department and is approved as recommended.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

RESOLUTION NO. 071-2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF ITB NO. 2022-12, NORTH OCEAN SEAWALL REPAIR AND PAINTING TO LAMBERT BROTHERS, INC. IN THE AMOUNT OF $229,700 AND ESTABLISHING A PROJECT BUDGET OF $264,155

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 071-2022, approving the Award of ITB No. 2022-12, North Ocean Seawall Repair and Painting to Lambert Brothers Inc. in the Amount of $229,700 and Establishing a Project Budget of $264,155.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of June, 2022.

_____
Danielle H. Moore, Mayor

_____
Margaret A. Zeidman, Town Council President

_____
Bobbie Lindsay, Town Council President Pro Tem

_____
Julie Araskog, Town Council Member

ATTEST:

_____
Edward A. Cooney, Town Council Member

_____
Pat Gayle-Gordon, Acting Town Clerk

_____
Lewis S.W. Crampton, Town Council Member

Town of Palm Beach

ITB 2022-12

North Ocean Seawall Repair and Painting

Bid Tabulation

Basis of Award			Lambert Bros., Inc.		Vetor Contracting Services, LLC		Razorback LLC		Olympus Painting Contractors Inc	
Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
General Conditions	EA	1	$ 64,000.00	$ 64,000.00	$ 31,000.00	$ 31,000.00	$ 62,000.00	$ 62,000.00	$ 40,000.00	$ 40,000.00
Concrete Crack Repair (Injection)	LF	71	$ 100.00	$ 7,100.00	$ 25.00	$ 1,775.00	$ 230.00	$ 16,330.00	$ 150.00	$ 10,650.00
Concrete Crack Repair (Route)	LF	23	$ 50.00	$ 1,150.00	$ 25.00	$ 575.00	$ 360.00	$ 8,280.00	$ 180.00	$ 4,140.00
Concrete Spall Repair	CF	4	$ 1,500.00	$ 6,000.00	$ 731.00	$ 2,924.00	$ 2,200.00	$ 8,800.00	$ 1,400.00	$ 5,600.00
Form Tie Repair	EA	99	$ 150.00	$ 14,850.00	$ 26.50	$ 2,623.50	$ 200.00	$ 19,800.00	$ 190.00	$ 18,810.00
Sheet Pile Re-coating	SF	11500	$ 7.00	$ 80,500.00	$ 16.00	$ 184,000.00	$ 17.00	$ 195,500.00	$ 20.25	$ 232,875.00
Cap/Parapet Painting	SF	16700	$ 3.00	$ 50,100.00	$ 4.00	$ 66,800.00	$ 3.00	$ 50,100.00	$ 7.50	$ 125,250.00
Bonding and Insurance	EA	1	$ 6,000.00	$ 6,000.00	$ 4,320.00	$ 4,320.00	$ 7,363.47	$ 7,363.47	$ 6,500.00	$ 6,500.00
Total				**$ 229,700.00**		**$ 294,017.50**		**$ 368,173.47**		**$ 443,825.00**
				Apparent Awardee						

Note: The Town also received a bid from Quick Painting Group Corp, but their bid was declared to be nonresponsive.

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Resolutions

Agenda Title
RESOLUTION NO. 072-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Piggyback Contract Award of the Southeast Florida Governmental Purchasing Cooperative Group for Unleaded Gasoline and Diesel Fuel, RFP E-03-22 for a Five-Year Contract Award in the Annual Amount of $250,000 and a Proposed Five-Year Award of $1,250,000 Based on Satisfactory Performance and Budget Authorization.

Presenter
Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- **Memorandum dated May 31, 2022 from Dean Mealy, Procurement and Contract Manager**
- **Resolution No. 072-2022**
- **Cooperative Contract E-03-22**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO

RE: Approve the Piggyback Contract Award of the Southeast Florida Governmental Purchasing Cooperative Group for Unleaded Gasoline and Diesel Fuel, RFP E-03-22 for Five-Year Contract Award in the Annual Amount of $250,000 and a Proposed Five-Year Award of $1,250,000 based on Satisfactory Performance and Budget Authorization - **Resolution No. 072-2022**

DATE: May 31, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve the Piggyback Contract Award of the Southeast Florida Governmental Purchasing Cooperative Group for Unleaded Gasoline and Diesel Fuel, RFP E-03-22 for Five-Year Contract Award in the Annual Amount of $250,000 and a Proposed Five-Year Award of $1,250,000 based on Satisfactory Performance and Budget Authorization.

GENERAL INFORMATION

The existing contract for unleaded gas and diesel fuel was a Southeast Florida Governmental Purchasing Cooperative Contract. The contract had been in place for five years and expired March 15, 2022. The contract is used by Palm Beach County, their municipalities, Broward County and their municipalities.

Pricing of Unleaded 87 Octane Gasoline uses the following methodology:

- Daily Published Oil Price Information Service (OPIS) Gross Conventional Before Oxygenate Blending (CBOB) Ethanol 10% Unleaded Unbranded Rack Average Price plus the differential proposed for Unleaded Gasoline in Exhibit C – Rate Schedule (Differential to be constant).

Pricing of Ultra Low Sulfur Diesel #2 uses the following methodology:

- Daily Published Oil Price Information Service (OPIS) Gross Ultra Low Sulfur Distillate No. 2 Unbranded Rack Average price plus the differential proposed for Diesel Fuel in Exhibit C – Rate Schedule (Differential to be constant).

The following departments utilize the contract, Police, Fire, Recreation, and Public Works. The Town had been utilizing Resolution No. 171-2018 with Port Consolidated for their fuel purchases.

The FY21 Town of Palm Beach Award was for $190,000. Due to the unstable market condition,

an allocation of $250,000 is being sought for each of the next five years.

The contract period for both gasoline and diesel fuel will run from March to March each year for a period of up to five years.

FUNDING/FISCAL IMPACT

Funding for this award will be from the various user department general operating budgets.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the various user departments and is approved as recommended.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

RESOLUTION NO. 072-2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PIGGYBACK CONTRACT AWARD OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP FOR UNLEADED GASOLINE AND DIESEL FUEL, RFP E-03-22 FOR A FIVE-YEAR CONTRACT AWARD IN THE ANNUAL AMOUNT OF $250,000 AND A PROPOSED FIVE-YEAR AWARD OF $1,250,000 BASED ON SATISFACTORY PERFORMANCE AND BUDGET AUTHORIZATION

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 072-2022, approving the Piggyback Contract Award of the Southeast Florida Governmental Purchasing Cooperative Group for Unleaded Gasoline and Diesel Fuel, RFP E-03-22 for Five-Year Contract Award in the Annual Amount of $250,000 and a Proposed Five-Year Award of $1,250,000 based on Satisfactory Performance and Budget Authorization.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of June, 2022.

_____
Danielle H. Moore, Mayor

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Margaret A. Zeidman, Town Council President

_____
Bobbie Lindsay, Town Council President Pro Tem

_____
Julie Araskog, Town Council Member

_____
Edward A. Cooney, Town Council Member

ATTEST:

_____
Pat Gayle-Gordon, Acting Town Clerk

_____
Lewis S.W. Crampton, Town Council Member

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP E-03-22

Description/Title: Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group

Initial Contract Term: Start Date: March 15, 2022 End Date: March 14, 2027

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 5 years (Period of Time)

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Extension / Renewal Note: _____

SECTION #1 VENDOR AWARD

Vendor Name: Port Consolidated, Inc.

Vendor Address: P.O Box 350430, Ft. Lauderdale, FL, 33335

Contact: Don Carlton, President

Phone: 800-683-5823 Fax: 954-527-1191

Cell/Pager: _____ Email Address: cspev@portconsolidated.com

Website: _____ FEIN: 59-1173292

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: Feb. 24, 2022 Resolution/Agenda Item No.: Ord. 2022-30

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3 LEAD AGENCY

Agency Name: City of Pompano Beach

Agency Address: 100 W Atlantic Boulevard, Pompano Beach, FL 33060

Agency Contact: Jeff English Email jeffrey.english@copbfl.com

Telephone: 954-786-4098 Fax: _____

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ORDINANCE NO. 2022-30

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE SERVICE CONTRACT NO. 1356 BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE AND DELIVERY OF UNLEADED GASOLINE AND DIESEL FUEL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract between the City of Pompano Beach and Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Port Consolidated, Inc.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

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this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 8th day of February, 2022.

PASSED SECOND READING this 22nd day of February, 2022.

DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...

ASCELETA HAMMOND, CITY CLERK

DocuSigned by:

/jrm
1/20/22
L:ord/2022-103

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SERVICE CONTRACT No. 1356

THIS AGREEMENT is made and entered into on February 24, 2022, by the City of Pompano Beach ("City") and Port Consolidated, Inc., a ("Contractor").

WHEREAS, City requires the purchase and delivery of unleaded gasoline and diesel fuel, which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and condition of RFP E-03-22; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-03-22; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-03-22), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-03-22, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of five years commencing March 15, 2022 and ending March 14, 2027.

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5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

B. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph V.11 of RFP E-03-22. All payments by the City and Participating Agencies, shall be made after the service has been provided.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Robert McCaughan and the Contractor's Contract Administrator shall be (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Donald R. Carlton, Jr., President
P.O. Box 350430 Fort Lauderdale,
33335 Office:
Email: (800) 683-5823
dcarlton@portconsolidated.com

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If to City: Robert McCaughan, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4097
Email: Robert.McCaughan@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

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12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder , sabotage, accident , flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public , such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit “B” throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

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B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized

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representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

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

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are

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exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

23. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

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B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

37. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

DocuSigned by:
Asceleta Hammond
62AB0835850F4A...
ASCELETA HAMMOND, CITY CLERK

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA604A1...
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

DocuSigned by:

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

"CONTRACTOR"

Port Consolidated, Inc.

Witnesses:

By: _____
Donald R. Carlton, Jr., President

Michael A. Simmons
(Print or Type Name)

Noel D Hardy
(Print or Type Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of January, 2022, by Donald R. Carlton, Jr. as President of Port Consolidated, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

LEIDY G. RODRIGUEZ
Notary Public-State of Florida
Commission # HH 45130
My Commission Expires
October 06, 2024

Leidy G. Rodriguez
NOTARY PUBLIC, STATE OF FLORIDA

Leidy G. Rodriguez
(Name of Acknowledger Typed, Printed or Stamped)

HH 45130
Commission Number

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-03-22

UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

OPENING: NOVEMBER 29, 2021, 2:00:00 P.M.
Virtual Zoom Meeting
For access go to:
https://pompanobeachfl.gov/pages/meetings

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the Lead Agency.
- Each participating governmental entity will use the Lead Agency's contract and terms as executed, for its purchase orders. Furthermore each participating governmental entity will issue its own purchase orders for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- Awarded Contractor agrees that the contract/purchase order terms of each entity will prevail for the individual participating entity should there be any conflicts between the Lead Agency's resulting contract and participating governmental entities contract/purchase order terms. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Awarded Contractor(s) shall be responsible for advising the Lead Agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), Contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida

Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the Lead Agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the Lead Agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

Issued: October 28, 2021

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-03-22
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), November 29, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to https://www.pompanobeachfl.gov/meetings to find the link.

Introduction

The City intends to establish a contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the Lead Agency for the Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

1. Contract for diesel and unleaded gasoline products *with suppliers that have access to volumes of substantial petroleum products at a minimum in Port Everglades either via contractual allocations or direct ownership*, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain fuels at competitive market rates.

B. Scope Of Services and Attachments

Attachment "A" – Specifications and Requirements
Attachment "B" – Delivery Locations-Tank Size.
Attachment "C" – Current Port Consolidated Contract
Attachment "D" – Cooperative Volume Report

Attachment “E” – Applicable Fuel Taxes
Attachment “F” – Sample Invoice

C. Responsiveness and Responsibility items:

Responsiveness. The following items must be provided by Proposers with their Proposal. At the discretion of the Lead Agency’s General Services Director, the Lead Agency reserves the right, after the opening of the RFP, but prior to the start of evaluations of Proposals, to request a missing or corrupted item(s) of a Proposer. Proposer must provide said item no later than three (3) business days after such request is made by Lead Agency. Failure to provide these items shall result in the Proposer being deemed non-responsive, and its Proposal disqualified. Proposer must provide the following with its Proposals:

a. Documentation evidencing specialized experience in the delivery of products and demonstrate a capability to provide the products to the Cooperative entire geographical area (including, but not limited to Miami-Dade, Broward and Palm Beach Counties).

b. References of representative customers of comparable size and scope to the Cooperative for which the Proposer supplies product. Reference list must include names and addresses of each customer’s contact (email, phone number, address, etc.) and description of current business relationship.

c. Proof that Proposer can meet the included estimated product usage requirements of the Cooperative’s participating agencies. If the Proposer is not a fuel distributer (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.

Responsibility. The following items shall be used by the City to evaluate each Proposer’s responsibility:

a. Licenses required for the services.

b. City reserves the right during evaluation and up to negotiations with the Successful Proposer to request financial information to determine Proposer’s financial solvency and ability to fulfill delivery of the product during the term of the contract.

c. Proposer’s past performance, including any feedback from references.

d. City will review the Proposer’s business organization to confirm that it is in good standing with the Florida Department of State, Division of Corporations based on the information provided in the Proposer’s response.

e. Disclose of any litigation within the past five (5) years arising out of your company’s performance. City reserves the right, at its sole discretion, to deem a Proposer non-responsible and disqualify the Proposer.

D. Participating Agencies

Refer to Attachment B - Delivery Locations-Tank Size.

E. Term of Contract

City reserves the right to negotiate up to a five-year contract with the Successful Proposer, renewals, or any term that the City deems best meets its needs and the needs of the Cooperative.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor must continue to deliver and provide services upon the request of the City's General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City. This paragraph shall survive the expiration of the contract.

F. Required Proposal Submittal

Submission/Format Requirements

Sealed Proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the Proposal: In order to maintain comparability and expedite the review process, it is required that Proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the company. The letter should present an overview of the Proposer's organization and will include the company's name, address, principal contact person for this Proposal, e-mail address, phone number, and fax number. A brief description of the company's history and corporate affiliations.

2. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.

3. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the Proposal. Proposers should

describe in detail any product volume purchase requirements which would be required of ***each participating agency*** on a monthly basis.

4. ***Contingency plan of action. Companies should describe a plan of action to*** **assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.**

5. Price Proposal*:* Submit your firm, fixed price Proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 “pricing methodology” with the Proposal response.

6. Proposers may include additional services, such as the ability of the Lead Agency and Cooperative to pre-purchase fuel or lease storage space for fuel as part of a comprehensive Emergency Plan.

7. Responsiveness and Responsibility items as described above.

8. Alternate Proposals:

   a. An option is afforded to all Proposers to submit, in addition to their original Proposal, an alternate Proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative Proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

   b. For the potential use of some participating agencies, the opportunity is afforded to all Proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:
      i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.
      ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

   c. Proposers wishing to provide an alternate Proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of

standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential Proposers shall become part of this RFP and any resulting contract.

City Forms:
The RFP Proposer Information Page Form must be signed by an authorized company representative and included with the Proposal that is electronically submitted through the City's eBid System.

G. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division at (954) 786-4098. If the contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of this Contract, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Contract, including limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

Throughout the term of this Contract, Contractor and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

   a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Contract.

   b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance		**Limits of Liability**
GENERAL LIABILITY:		Minimum $2,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis		
XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
__	explosion & collapse hazard	
__	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
AUTOMOBILE LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX	comprehensive form	
__	owned	
__	hired	
__	non-owned	
REAL & PERSONAL PROPERTY		
__	comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY			Per Occurrence	Aggregate
XX	other than umbrella	bodily injury and property damage combined	$4,000,000	$4,000,000
PROFESSIONAL LIABILITY			Per Occurrence	Aggregate
__	* Policy to be written on a claims made basis		$2,000,000	$2,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

a. Certificates of Insurance evidencing the required coverage;

b. Names and addresses of companies providing coverage;

c. Effective and expiration dates of policies; and

d. A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

The Successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award

of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

H. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified company. The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria:

	Criteria	Point Range
1.	**Company Qualifications and Capabilities** (Factors including but not limited to those identified below) • Fuel supply delivery capability from Port Everglades • Delivery capabilities, such as transportation fleet and personnel	0-35
2.	**Emergency Supply Capabilities** (Factors including but not limited to those identified below) • Control of storage facilities in Tri-County area, and surrounding Counties • Contingency plan of action • Availability of additional emergency storage outside the vicinity of the Tri-County area and surrounding Counties • Availability of trucks and drivers from outside the Tri-County and surrounding counties • Percentage of supply contracted with fuel terminals versus spot purchases based on supplied volume report	0-30
3.	**References** (Factors including but not limited to the following) • Years servicing each referenced customer • Number of locations that the Proposer services for the referenced customer and their capacity	0-10
4.	**Cost**	0-25
	Total	**0-100**

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following

presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company should submit documentation that evidences the company’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the Proposal and meet company representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three companies deemed to be the most highly qualified to perform the service. If three or fewer companies respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

I. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

J. Right to Audit

Successful Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers), originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Successful Proposer or any of its payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective

date of the contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Successful Proposer pursuant to the contract.

City's agent or its authorized representative shall have access to the Successful Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Successful Proposer shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Successful Proposer pursuant to the contract.

K. Retention of Records and Right to Access

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

   a. Keep and maintain public records required by the City in order to perform the service;

   b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

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

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

2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

3. The Successful Proposer shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Successful Proposer must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The Successful Proposer shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

L. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from companies that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of companies.

M. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

N. Independent Contractor

The Successful Proposer will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the Successful Proposer shall be by employees of the company and subject to supervision by the company, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this contract shall be those of the company.

O. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

P. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the Successful Proposer's Proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Q. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

R. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

S. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the delivery of product and services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

T. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred and twenty days (120) days from the closing date of this solicitation.

U. RFP Conditions and Provisions

The completed Proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a Proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All Proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this Proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the Proposal.

The City reserves the right to postpone or cancel this RFP, or reject all Proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all Proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of Proposals or for any work performed in connection therein.

V. Standard Provisions

2. Licenses

In order to perform public work, the Successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the company. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The Successful Proposer will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Successful Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Successful Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the Successful Proposer will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the Proposer will in no way relieve the company from responsibility.

9. Withdrawal of Proposals

A Proposer may withdraw its Proposal without prejudice no later than the advertised deadline for submission of Proposals by using the “Retract” feature of the City’s eBid System..

10. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the Proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or

personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

Payments will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

W. Questions and Communication

Each Proposer will examine all Request for Proposal (RFP) documents and will judge all matters relating to the adequacy and accuracy of such documents. All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

X. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this Proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this Proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

RFP E-03-22
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated *monthly* usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99,"Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".
- Bulk Diesel Fuel Exhaust Fluid (DEF)

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily ***OPIS*** price published in the "OPIS Contract Benchmark File" as described herein ***for the date of delivery of product*** to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	$._____	$._____
2	Diesel Fuel #2 Ultra Low Sulfur	$._____	$._____
3	Lump Sum Additional Delivery Charge for Deliveries beyond 30-mile radius of Port Everglades only.	$._____ /each	$._____/each

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period, except as provided below.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack).

Plus

Positive or Negative differential proposed for 87 Octane Unleaded per Section 2.1. (Differential to be constant regardless of the applicable RVP.)

2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur per Section 2.1.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30-mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane
3	Ultra Low Sulfur #2 Red Dye Diesel

4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol
7	Bulk Diesel Fuel Exhaust Fluid (DEF)

3. PROPOSER'S COST INCREASES AND SURCHARGES

The City may, in its sole discretion, allow for a temporary surcharge to be added to the differential proposed. If the cost of labor or diesel fuel are affected by extreme or unforeseen volatility in the cost of labor or diesel fuel that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Proposer's control; 2) the volatility affects the marketplace or industry, not just the particular successful Proposer's source of supply and/or labor; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Proposer's continued performance of the Contract would result in substantial loss. Any temporary surcharge would require irrefutable evidence and written approval by the City's Manager or their designee.

The successful Proposer and City shall negotiate a time frame for the temporary surcharge, and reevaluate the need for said surcharge upon the end of the negotiated time frame. Should the unforeseen volatility end, and the costs to the successful Proposer are reduced and no longer result in substantial loss, the temporary surcharge must be terminated. If it is determined that the additional unforeseen costs will not abate for the remaining duration of the contract term, the parties reserve the right to negotiate an amendment to the resulting agreement and the proposed differential.

4. TAXES:

4.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

4.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

5. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

5.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

5.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added.

5.3 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

6. INVOICING

6.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published ***OPIS*** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

7. ORDERING & PAYMENT:

7.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

7.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

7.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

7.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

7.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency
- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

9. OPIS MEMBERSHIP

Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer's pricing on an as needed basis.

10. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

10.1 LEGAL REQUIREMENTS:

A. Compliance with Laws and Codes: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from

responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. Independent Contractor Relationship: The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. Certifications, Licenses and Permits: Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

11. DELIVERY/RESPONSE TIME:

A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

12. SPILLAGE:

The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

RFP E-03-22			Attachment "B"	10/27/2021	
DIESEL FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Broward County					
BCTD	Joyce Mack	954 357-8423	3201 W Copans Rd., Pompano Bch.	490,000	Below
	Belinda Thomas	954 357-7716	Ravenswood Rd., Ft. Lauderdale	200,000	Below
BCFM			Main Courthouse Shop	4,000	
			N Regional courthouse	550	
			Midrise	6,000	
			Main Library	5,000	
			S Regional Courthouse	550	
			Public Safety Bldg 1	10,000	
			Public Safety Bldg 2	2,500	
			Public Safety Bldg 3	1,000	
			W Regional Courthouse	610	
			Medical Examiner	4,000	
			Booher Bldg.	1,000	
			EOC	15,000	
			BCGC West Tank 1	10,000	
			BCGC West Tank 2	10,000	
			1200 Garage	550	
			Gov. Center	2,000	
			Central Warehouse	275	
			NW Regional Library	100	
			Mental Health	375	
			N Homeless Shelter	310	
			Hughes Bldg.	100	
			African American Library	155	
			S Regional Maint Ctr	200	
	Roger Jeremiah	954 357-6112	Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315	527	

Entity Name	Contact Person	Phone #	Delivery Address	Tank Capacity	Location Above or Below Ground
BCFS	Dan Smith/Desiree Antonucci	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale 33315	10,000	Below
	Dan Smith/Patrick Irving	954 357-5443/5441	Fleet Svc Ctr #3 1600 Blount Rd., Pompano Bch 33069	16,000	Below
	Dan Smith	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Lauderdale 33332	10,000	Below
	Billy Catlow	954-831-0865	WWS 2555 W Copans Rd., Pompano Bch 33069	10,000	Below
	Brian McLaughlin	954 357-5181	CB Smith Pk 900 N Flamingo Rd. Pembroke Pines 33028	6,000	Below
	Roger Underwood	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue,Ft. Lauderdale 33315	12,000	Below
	Sonia McKenzie	954 765-4062 x229	Mosquito Ctrl 1200 Airport Road., Pembroke Pines 33023	2,500	Below
	Staff	954-359-0792	Airport Fire Rescue 250 Tamiami Dr Gate 100, Ft. Lauderdale 33155	1,500	Above
	Jeanette Howie/Jennifer Young	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	500	Above
	Jeanette Howie/Jennifer Young	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	1,000	Above
Boca Raton, City of	Robin Annexstein	561 393-7880	Purchasing Contact		
	Harri Mangroo	561 416-3382	City Hall, 201 W Palmetto Park Rd	1,000	Above
			BCGRC Golf Course, 17751 Boca Club Rd.	700	Above
			Fire Station 1, 1151 N Federal Hwy	1,000	Above
			Fire Station 5, 2333 W Glades Rd	1,000	Above
			Police Services, 100 NW Boca Raton Blvd	2,000	Below
			6500 Bldg., 6500 Congress Ave.	6,000	Above
			Sugar Sand, 300 S Military Trail	550	Above
			Downtown Library, 400 NW 2nd Ave.	3,200	Above
			Spanish River, 3001 N Ocean Blvd.	250	Above
	Ramy Maharaj	561 338-7316	Tank 55A, 1401 Glades Rd dyed diesel	6,000	Above
		dyed diesel	Yamato Rd Generator Bldg. 2150 NW 51 St	6,000	Above
		dyed diesel	18th St. Booster Pump Sta, 1700 SW 18th St	2,000	Above
	Juan Garland	561 212-5402	Dredge-Boca Raton Inlet, A1A at Camino Real	1,000	Above
	Harri Mangroo	561 416-3382	Fire Support Generators, 800 Banyan Trail	2,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Fire Station 2 Generator - 903 W Palmetto Park Rd	500	Above
			Fire Station 3 Generator - 100 S Ocean Dr.	500	Above
			Fire Station 4 Generator - 351 NW 51 St	500	Above
			Fire Station 6 Generator - 1901 Clint Moore Rd.	400	Above
			Fire Station 7 Generator, 3001 W Yamato Rd.	500	Above
			Fire Station 8 Generator, 190 SW 18 St	500	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	24000	Below
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	24000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	24000	Below
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	24000	Below
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	24000	Below
SBBC diesel generators					
Arthur R. Ashe, Jr. Middle (primary public shelter)	Becky Edwards	(754) 321-4750	1701 NW 23 Avenue, Fort Lauderdale, FL 33311	389	
Atlantic Technical Center	Becky Edwards	(754) 321-4750	4700 Coconut Creek Parkway, Coconut Creek, FL 33063	250	
Attucks Middle	Becky Edwards	(754) 321-4750	3500 North 22 Avenue, Hollywood, FL 33020	550	
BECON/Instructional TV (mobile unit)	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	150	Above
BECON/Instructional TV (TV tower)	Becky Edwards	(754) 321-4750	4991 SW 28 Street, Hollywood, FL 33023	900	
Boyd Anderson High	Becky Edwards	(754) 321-4750	3050 NW 41 Street, Lauderdale Lakes, FL 33309	1060	
Broadview Elementary	Becky Edwards	(754) 321-4750	1800 SW 62 Avenue, Pompano Beach, FL 33068	75	
Central Park Elementary	Becky Edwards	(754) 321-4750	777 North Nob Hill Road, Plantation, FL 33324	250	
Coconut Creek High	Becky Edwards	(754) 321-4750	1400 NW 44 Avenue, Coconut Creek, FL 33066	366	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Coral Glades High (primary public shelter)	Becky Edwards	(754) 321-4750	2700 Sportsplex Drive, Coral Springs, FL 33065	380	
Coral Park Elementary	Becky Edwards	(754) 321-4750	8401 Westview Drive, Coral Springs, FL 33067	1000	
Country Hills Elementary	Becky Edwards	(754) 321-4750	10550 Westview Drive, Coral Springs, FL 33076	500	
Country Isles Elementary	Becky Edwards	(754) 321-4750	2300 Country Isles Road, Weston, FL 33326	550	
Cresthaven Elementary	Becky Edwards	(754) 321-4750	801 NE 25 Street, Pompano Beach, FL 33064	250	
Cypress Bay High	Becky Edwards	(754) 321-4750	18600 Vista Park Blvd., Weston, FL 33332	500	
William Dandy Middle	Becky Edwards	(754) 321-4750	2400 NW 26 Street, Fort Lauderdale, FL 33311	370	
Dillard Elementary	Becky Edwards	(754) 321-4750	2330 NW 12 Court, Fort Lauderdale, FL 33311	250	
Dillard High Performing Arts	Becky Edwards	(754) 321-4750	2501 NW 11 Street, Fort Lauderdale, FL 33311	600	
Discovery Elementary	Becky Edwards	(754) 321-4750	8800 NW 54 Court, Sunrise, FL 33351	660	
Charles Drew Elementary	Becky Edwards	(754) 321-4750	1000 NW 31 Avenue, Pompano Beach, FL 33069	250	
Driftwood Middle	Becky Edwards	(754) 321-4750	2751 N 70 Terrace, Hollywood, FL 33024	390	
Blanche Ely High	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High Performing Arts	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High (new campus wing)	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	700	
Endeavor Primary Learning Center Elementary	Becky Edwards	(754) 321-4750	2701 NW 56 Terrace, Lauderhill, FL 33313	172	
Everglades High (secondary public shelter)	Becky Edwards	(754) 321-4750	17100 SW 48 Court, Miramar, FL 33027	530	
Flamingo Elementary	Becky Edwards	(754) 321-4750	1130 SW 133 Avenue, Davie, FL 33325	119	
Forest Glen Middle	Becky Edwards	(754) 321-4750	6501 Turtle Run Blvd., Coral Springs, FL 33067	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	525	
Hallandale Elementary	Becky Edwards	(754) 321-4750	900 SW 8 Street, Hallandale Beach, FL 33009	400	
Hawkes Bluff Elementary	Becky Edwards	(754) 321-4750	5900 SW 160 Avenue, Southwest Ranches, FL 33331	450	
Heron Heights Elementary	Becky Edwards	(754) 321-4750	11010 Nob Hill Road, Parkland, FL 33076	500	
Hollywood Central Elementary	Becky Edwards	(754) 321-4750	1700 Monroe Street, Hollywood, FL 33020	300	
Hollywood Hills Elementary	Becky Edwards	(754) 321-4750	3501 Taft Street, Hollywood, FL 33021	390	
Hollywood Park Elementary	Becky Edwards	(754) 321-4750	901 North 69 Way, Hollywood, FL 33024	180	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
James S. Hunt Elementary	Becky Edwards	(754) 321-4750	7800 NW 35 Court, Coral Springs, FL 33065	78	
Indian Ridge Middle (special needs public shelter) (2 each)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	500 (2 each)	
Indian Ridge Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	5200	
Indian Trace Elementary	Becky Edwards	(754) 321-4750	400 Indian Trace, Weston, FL 33326	250	
William T. McFatter Technical Center	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	350	
McNicol Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1602 South 27 Avenue, Hollywood, FL 33020	5200	
Miramar Elementary	Becky Edwards	(754) 321-4750	6831 SW 26 Street, Miramar, FL 33023	270	
Miramar High	Becky Edwards	(754) 321-4750	3601 SW 89 Avenue, Miramar, FL 33025	365	
Mobile Unit (45 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	79	Above
Mobile Unit (80 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (125kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (140kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	200	Above
Mobile Units (300 kW) (3 each)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400 (3 each)	Above
Mobile Unit (400 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400	Above
Mobile Unit (1750 kW)	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	2500	Above
Mobile Units (230kW) (3 each)	Becky Edwards	(754) 321-4750	Bad condition. Slated for salvage.	200 (3 each)	Above
Monarch High (primary public shelter)	Becky Edwards	(754) 321-4750	5050 West Wiles Road, Coconut Creek, FL 33073	366	
New Renaissance Middle (primary public shelter)	Becky Edwards	(754) 321-4750	10701 Miramar Blvd., Miramar, FL 33025	550	
New River Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	3100 Riverland Road, Fort Lauderdale, FL 33312	1100	
North Area Bus Terminal	Becky Edwards	(754) 321-4750	2300 NW 18 Street Pompano Beach, FL 33062	400	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Northeast High	Becky Edwards	(754) 321-4750	700 NE 56 Street, Oakland Park, FL 33334	1475	
Nova Eisenhower Elementary	Becky Edwards	(754) 321-4750	6501 SW 39 Street, Davie, FL 33314	500	
Olsen Middle	Becky Edwards	(754) 321-4750	330 SE 11 Terrace, Dania Beach, FL 33004	500	
Palm Cove Elementary	Becky Edwards	(754) 321-4750	11601 Washington Street, Pembroke Pines, FL 33025	270	
Park Springs Elementary	Becky Edwards	(754) 321-4750	5800 NW 66 Terrace, Coral Springs, FL 33067	250	
Henry D. Perry Middle	Becky Edwards	(754) 321-4750	3400 Wildcat Way, Miramar, FL 33023	560	
Pines Middle	Becky Edwards	(754) 321-4750	200 North Douglas Road, Pembroke Pines, FL 33024	366	
Pompano Beach Middle	Becky Edwards	(754) 321-4750	310 NE 6 Street, Pompano Beach, FL 33060	308	
Quiet Waters Elementary	Becky Edwards	(754) 321-4750	4150 West Hillsboro Blvd., Deerfield Beach, FL 33442	250	
Ramblewood Elementary	Becky Edwards	(754) 321-4750	8950 Shadowood Blvd., Coral Springs, FL 33071	145	
Riverland Elementary	Becky Edwards	(754) 321-4750	2600 SW 11 Court, Fort Lauderdale, FL 33312	250	
Riverside Elementary	Becky Edwards	(754) 321-4750	11450 Riverside Drive, Coral Springs, FL 33071	550	
Rock Island Elementary	Becky Edwards	(754) 321-4750	2350 NW 19 Street, Fort Lauderdale, FL 33311	389	
Safety Department	Becky Edwards	(754) 321-4750	4200 NW 10 Avenue, Fort Lauderdale, FL 33309	4000	
Sanders Park Elementary	Becky Edwards	(754) 321-4750	800 NW 16 Street, Pompano Beach, FL 33060	90	
Sandpiper Elementary	Becky Edwards	(754) 321-4750	3700 Noth Hiatus Road, Sunrise, FL 33351	550	
Sawgrass Springs Middle	Becky Edwards	(754) 321-4750	12500 West Sample Road, Coral Springs, FL 33065	500	
Sea Castle Elementary	Becky Edwards	(754) 321-4750	9600 Miramar Blvd., Miramar, FL 33025	250	
Sheridan Technical Center	Becky Edwards	(754) 321-4750	5400 Sheridan Street, Hollywood, FL 33021	280	
Silver Lakes Middle	Becky Edwards	(754) 321-4750	7600 Tam O'Shanter Blvd., North Lauderdale, FL 33068	137	
Silver Ridge Elementary	Becky Edwards	(754) 321-4750	9100 SW 36 Street, Davie, FL 33328	550	
Silver Trail Middle (primary public shelter) (2 each)	Becky Edwards	(754) 321-4750	18300 Sheridan Street, Southwest Ranches, FL 33331	500 (2 each)	
South Area Bus Terminal	Becky Edwards	(754) 321-4750	900 South University Drive, Pembroke Pines, FL 33025	500	
South Broward High	Becky Edwards	(754) 321-4750	1901 North Federal Highway, Hollywood, FL 33020	358	
South Plantation High	Becky Edwards	(754) 321-4750	1300 Paladin Way, Plantation, FL 33317	400	
Southwest Bus Terminal (Garage)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	2700	
Southwest Bus Terminal (Transportation Building)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	3500	
Stirling Elementary	Becky Edwards	(754) 321-4750	5500 Stirling Road, Hollywood, FL 33021	250	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Marjory Stoneman Douglas High	Becky Edwards	(754) 321-4750	5901 Pine Island Road, Parkland, FL 33067	500	
Sunrise Middle	Becky Edwards	(754) 321-4750	1750 NE 14 Street, Fort Lauderdale, FL 33304	450	
Sunset Learning Center (special needs public shelter)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	350	
Sunset Learning Center (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	4100	
Sunshine Elementary	Becky Edwards	(754) 321-4750	7737 W La Salle Blvd., Miramar, FL 33023	315	
J.P. Taravella High	Becky Edwards	(754) 321-4750	10600 Riverside Drive, Coral Springs, FL 33071	500	
Technology and Support Services Center	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	4000	
Technology and Support Services Center Annex	Becky Edwards	(754) 321-4750	7770 West Oakland Park Blvd., Sunrise, FL 33351	194	Above
Tequesta Trace Middle	Becky Edwards	(754) 321-4750	1800 Indian Trace, Weston, FL 33326	500	
Vehicle Maintenance Department (fuel pumps)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	170	
Vehicle Maintenance Department (Main Office)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	500	
West Broward High	Becky Edwards	(754) 321-4750	500 NW 209 Avenue, Pembroke Pines, FL 33029	500	
West Hollywood Elementary	Becky Edwards	(754) 321-4750	6301 Hollywood Blvd., Hollywood, FL 33024	270	
Westglades Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	11000 Holmberg Road, Parkland, FL 33076	612	
Westpine Middle	Becky Edwards	(754) 321-4750	9393 NW 50 Street, Sunrise, FL 33351	540	
Wilton Manors Elementary	Becky Edwards	(754) 321-4750	2401 NE 3 Avenue, Wilton Manors, FL 33305	250	
Winston Park Elementary	Becky Edwards	(754) 321-4750	4000 Winston Park Blvd., Coconut Creek, FL 33073	250	
K.C. Wright Administration Center	Becky Edwards	(754) 321-4750	600 SE 3 Avenue, Fort Lauderdale, FL 33301	4000	
Virginia Shuman Young Elementary	Becky Edwards	(754) 321-4750	101 NE 11 Avenue, Fort Lauderdale, FL 33301	300	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Walter C. Young Middle and Resource Center	Becky Edwards	(754) 321-4750	901 NW 129 Avenue, Pembroke Pines, FL 33028	580	
Zone 1 Physical Plant Operations (North Area)	Becky Edwards	(754) 321-4750	6501 NW 15 Avenue, Fort Lauderdale, FL 33309	500	
Broward County Sheriff	Brady Carbocci	954 497-1440	2001 NW 31 Ave, Lauderdale Lakes	6,000	Below
			3801 NE 5th Ave, Oakland Pk	10,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	3,000	Above
			2200 S.W. 42nd St., Ft. Lauderdale	4,000	Above
			2610 S.W. 40th Ave., West Park	3,000	Above
			MM 35 Alligator Alley Weston	2,500	Above
			11251 SW 49 St., Cooper city	4,000	Below
			928 E. Hillsboro blvd., Deerfield Beach	4,000	Below
			1441 FAU Research Park Blvd., Deerfield Beach	20,000	Below
Coconut Creek, City of	Lorie Messer, Procurement	954 956-1584	4900 W Copans Rd., Coconut Creek, FL	14,900	Below
	Jessica Cannon, Fleet	954-956-1540			
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	4,000	Below
City of Coral Gables	Steve Riley	305-460-5140	2151 Salzedo St. Coral Gables, 33134	17,900	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	10,000	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	6,000	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	600	Above
City of Coral Gables	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	8,000	Below
City of Coral Gables	Steve Riley	305-460-5140	11911 Old Cutler Road, Coral Gables 33134	500	Above
City of Coral Gables	Steve Riley	305-460-5140	1101 S. Greenway Drive, Coral Gables, 33134	500	Above
City of Coral Gables	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	1,300	Above
Coral Springs Improvement Dist.	Joe Stephens	954-796-6667 work	10300 NW 11th Manor Coral Springs, FL.	2,500	Above
			10300 NW 11th Manor Coral Springs, FL.	6,600	Above
			10300 NW 11th Manor Coral Springs, FL.	4,000	Above
			10300 NW 11th Manor Coral Springs, FL.	8,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			10300 NW 11th Manor Coral Springs, FL.	2,500	Above
			10300 NW 11th Manor Coral Springs, FL.	550	Above
			10300 NW 11th Manor Coral Springs, FL.	6,000	Above
			10300 NW 11th Manor Coral Springs, FL.	4,000	Above
			10300 NW 11th Manor Coral Springs, FL.	8,000	Above
Coral Springs, City of	Alan DiStefano	954 345-2235	3855 Coral Ridge Dr.	500	Above
			Forest Hill blvd & NW 24th St.	2000	Above
			4181 NW 121st Ave	2000	Above
			4180 NW 120th Ave	3000	Above
			2801 coral Springs dr.	1000	Above
			102nd Ave Mullins park	1500	Above
			6400 W. Sample rd.	300	Above
			3952 Turtle Run blvd.	250	Above
			9500 W. Sample rd.	12,000	Above
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	8,000	Above
			4181 NW 121 Ave, Coral Springs, FL	2,000	Above
	Bill Castelli	954 345-2143	2403 NW 102 Ave., Coral Springs, FL	2,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
	Eric Beyer	954 345-2195	3800 NW 85 Ave., Coral Springs, FL	10,000	Above
	Eric Beyer	954 345-2195	8365 NW 24 St., Coral Springs, FL	2,000	Above
Dania Beach, City of	Thomas Goodman	954 924-3744	1201 Stirling Rd., Dania Beach, FL	10,000	Below
			1201 Stirling Rd., Dania Beach, FL	2,000	Above
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	8,000	Below
			3600 S Flamingo Rd.	3,000	Below
Deerfield Beach, City of	John Cheseborough	954 421 5013	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	16,000	Below

Entity Name	Contact Person	Phone #	Delivery Address	Tank Capacity	Location Above or Below Ground
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave. Ft. Lauderdale	18,000	Below
			38th St. 949 NW 38th St., Ft. Lauderdale	18,000	Below
			Lohmyer: 1401 SE 21st St. Ft. Lauderdale	9,000	Above
			Station 53: 220 Executive Airport Way, Ft. Lauderdale	3,490	Below
			Lauderdale Memoridal Park: 2001 SW 4th Ave Fort Lauderdale	500	Above
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd. Public Safety Station 1	2,000	Above
Hallandale Beach, City of	Yamil Lobo, Fleet Manager	954 457-1614	630 NW 2nd St.	(3)10,000	Below
				(1)10,000	Above
			400 S. Federal Highway	(1)1,000	Above
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL	500	Above
Hollywood, City of	Joel Wall	954 967-4555	1600 S Park Rd.	10,000	Below
	Joel Wall	954 921-3260	1112 N Ocean Dr.	500	Above
	Larry Breighner	954 967 4550	City Hall, 2600 Hollywood Blvd	4,000	Below
	Larry Breighner	954 967 4550	Public Works Admin, 1600 S. Park Road	350	Above
	Carlos Aguilera	954-967-4230	Lift Station E-8, 1600 S. Park Road	150	Above
	Carlos Aguilera	954-967-4230	Water Treatment Plant, 3441 Hollywood Blvd	24,000	Above
	Carlos Aguilera	954-967-4230	Portable Water Pump/Storage, 2400 N 68th Ave	3500	Above
	Bill Cliff	954 967 4550	WasteWater Treatment Plant, 1621 N. 14th Ave	65,000	Above
	Bill Cliff	954 967 4550	Police Headquarters, 3250 Hollywood Blvd.	2800	Below
	Dockmaster Matthew Domke	954-632-0953	Marina, 700 Polk Street	allons Red Dye Diesel	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No 74 & EOC, 2741 Stirling Road	2476	Below
	Lt. Brian Cooke	863-610-0350	Fire Station No.5, 1819 N. 21 Avenue	2000	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 31, 3401 Hollywood Boulevard	1200	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 45/Training, 3400 N. 56 Avenue	1500	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 105, 1511 S. Federal Hwy	1000	Above
	Lt. Brian Cooke	863-610-0350	Shop/Garage, 3400 N. 56 Avenue	540	Above

Entity Name	Contact Person	Phone #	Delivery Address	Tank Capacity	Location Above or Below Ground
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,000	Above
			Fire Station	500	Above
			City Hall/Police	500	Above
			3463 NW 43 AV Lauderdale Lakes FL 33319	4,000	Above
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	4,000	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	500	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	300	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	3701 NE 22nd Avenue	1,000	Above
Margate, City of	Giovanni Batista	954 972-8126	102 Rock Island Road	10,000	Below
	Giovanni Batista	954 972-8126	5790 Margate Blvd.	1,500	Above
	Giovanni Batista	954 972-8126	6009 NW 10 St	1,500	Above
	Wendell Wheeler	954 972-0828	980 NW 66 Ave.	2 x 5,000	Above
	Wendell Wheeler	954 972-0828	5650 NW 29 St.	1,000	Above
	Wendell Wheeler	954 972-0828	6630 NW 9 St.	2 x 12,000	Above
	Wendell Wheeler	954 972-0828	901 NW 66 Ave.	1,200	Above
Miami, City of	Reymon Solits	305 329-4895	1390 NW 20 St	2 x 15,000	Above
Miami Gardens, City of	Dan Perez	305 474-1488	1020 NW 163 Dr.	2,000	Above
	Dan Perez	305 474-1488	18541 NW 27th Ave	5,000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	(AST-4) 10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	(UST-2) 6,000	Below
			13900 Pembroke Rd.	(EAST7) 10,000	Above
			13900 Pembroke Rd.	(AST-5) 3,000.	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	10,000	Below
	Paul Vida	305-953-2854	12098 NW 11 Avenue	2,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST., NMB, FL. 33162	10,000	Above
		305-948-2973	2101 NE 159 ST., NMB, FL. 33162	1,000	Below
	Pedro Melo	305-684-1177	2251 NW 175 Street Miami Gardens FL 33056	2,000	Above
	Diego	678-877-7643	2101 NE 159 ST., NMB, FL. 33162	1,000	Above
		678-877-7643	1312 NW 188TH St Miami gardens 33169	1,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	12,000	Above
N Palm Beach, Village of	Chief JD Armstrong	561 882-1141	560 US Hwy 1	500	Above
	Capt. Andrew Lezza	561 841-3319			
	Dennis Nentwick	561 644-5311	645 prosperity Farms Rd	4,000	Below
Palm Beach County School Dist	Morris Simpson	561 434-8172	3376 Summit Blvd., W Palm Beach	3x 20,000	Below
			7071 Garden Rd, Riviera Beach	20,000	Below
			1302 SW 30th Ave, Boynton Beach	2 x 10,000	Below
			1901 NW 16th St, Belle Glade	2 x 10,000	Below
			420 Business Pkwy, Royal Palm Beach	4 x 5,000	Above
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS #1 355 S County Rd.	6,000	Below
			FS #2 300 S County Rd.	6,000	Below
			FS #3 2185 S County Rd.	2,200	Above
	Billy Loihle	561 533-1170	Par 3 Golf Course 2345 S Ocean Blvd.	4,000	Below
	Tim Mclaughlin	561 227-7017	Pinewalk #1 Cocoanut row	500	Above
			1279 Skees Road	500	Above
			PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
	Reggie Williams	561 227 7053	D-9 Pump Station 306 Mediterranean	2,000	Above
			D-10 Pump Station 1060 North Lake Way	2,500	Below
			D-2 Pump Station 1248 N Lake Way	3,000	Above
			D-8 PS 275 County Club at N Lake Way	2,000	Above
			D-4 Pump Station 445 N Lake Way	2,000	Above
			D-3 Pump Station 315 Tangier Ave	2,200	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			D-12 Pump Station 269 Seminole Ave	1,000	Above
			D-14 Pump Station 16 S Lake Trail	1,500	Above
			D-16 Pump Station 256 Jungle Rd	540	Above
			D-18 Pump Station 362 El Brillo Way	540	Above
			D-17 Pump Station 175 Clarendon Ave	540	Above
			A-7 Pump Station 201 Island Dr	1,500	Below
			A-6 Pump Station 300 S Lake Dr	600	Below
			S-2 Pump Station 9 Lake Trail	1,000	Below
			A-39 Pump Station 2171 S Ocean	1,000	Above
			A-41 Pump Station 2478 S Ocean	500	Above
			A-42 Pump Station 3100 S Ocean	600	Below
			A-43 Pump Station 3401 S Ocean	500	Above
			Police Station (generator) 345 S County Rd	1,000	Below
			Town Hall (generator) 360 S County Rd	600	Below
			PW (generator) 951 Old Okeechobee Rd	500	Above
			Recreation Ctr (generator) 340 Seaview Ave	500	Above
			D-7 Storm Station Australian (Docks)	6,000	Below
			D-6 Storm Station 302 S Lake Dr	2,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	3000	Above
Pembroke Park, Town of	Todd Larson	954 966-4600 ext 238	Coca Cola List Station 3350 Pembroke Rd	500	
			Stormwater Carolina St, 2156 S Park Rd	2,000	
			Stormwater 24th St., 2400 S Park Rd	500	
			Master Lift Station, 2700 S Park Rd	500	
			Watkins Elem Sch, 5500 SW 52 Ave	500	
			Peninsula, 5000 W Hallandale Bch Blvd	500	
			Town Hall Portable Attached, 3150 SW 52 Ave	200	
			Town Hall Portable Back, 3150 SW 52 Ave	500	
			Stormwater 25 St, 2500 S Park Rd		
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	8000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Mark Gomes	954 518-9020	Howard Forman Bus Depot-North - 901 Poinciana Drive	10000	Above
	Mark Gomes	954 518-9020	Howard Forman Bus Depot-South - 1001 Poinciana Drive	10000	Above
	Mark Gomes	954 518-9020	Howard Forman Health Campus-North - 911 Poinciana Drive	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant-South - 13955 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	Holly Lakes-East - 21801 NW 7 Manor	12000	Above
	Mark Gomes	954 518-9020	Holly Lakes-West - 21801 NW 7 Manor	12000	Above
	Mark Gomes	954 518-9020	Fire Training Facility - 1100 SW 208 Avenue	10000	Above
	Mark Gomes	954 518-9020	Fire Station #33 - 600 SW 72 Avenue	500	Above
	Mark Gomes	954 518-9020	Fire Station #79 - 19900 Pines Boulevard	500	Above
	Mark Gomes	954 518-9020	Fire Station #89 - 13000 Pines Boulevard	1000	Above
	Mark Gomes	954 518-9020	Fire Station #99 - 16999 Pines Boulevard	500	Above
	Mark Gomes	954 518-9020	Fire Station #101 - 6057 SW 198 Terrace	10000	Above
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		
			451 NW 70th Ter Plantation FL 33317	2,000	Above
			770 NW 91st Ave Plantation FL 33324	4,000	Above
			750 NW 91st Ave Plantation FL 33324	30,000/16,500	Above
			750 NW 91st Ave Plantation FL 33324	3,500	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			4751 NW 6 CT Plantation FL 33317	1,179	Above
			700 NW 91st Ave Plantation FL 33324	4,000	Above
			700 NW 91st Ave Plantation FL 33324	1,000	Above
			700 NW 91st Ave Plantation FL 33324	10,000	Above
			700 NW 91st Ave Plantation FL 33324	20,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			9151 NW 2ND ST, PLANTATION, FL 33324	500	Above
			451 NW 70TH TER, PLANTATION, FL 33317	2,000	Above
			401 NW 70TH TER, PLANTATION, FL 33317	630	Above
			750 NW 91ST AVE, PLANTATION, FL 33324	1,500	Above
			400 NW 73RD AVE, PLANTATION, FL 33317	4,000	Above
			301 NW 46TH AVE, PLANTATION, FL 33317	650	Above
Pompano Beach	Forrest Hall	954 786-4109	1190 NE 3rd Ave.	2 x 12,000	Below
Riviera Beach, City of	Dante Wright	561 845-4141	2391 Avenue L	15,000	Below
				9,000	Below
Southwest Rances, Town of	Sandy Luongo	954-343-0008	Town Hall, 13400 Griffin Rd, Southwest Ranches,FL 33331	1,325	Below
				1,000	Below
			Fire Station, 17220 Griffin Road Southwest Ranches,FL 33331	595	Below
Sunny Isles Beach, City of	Purchasing	(305) 792-1707	18070 Collins Avenue, Sunny Isles Beach, FL 33160	2,000	Above
	Fabricio Volpi, Public Works Superintendent	(305) 792-1930	"	"	"
	Nicholas Douglias, Fleet Maintenance Manager	(305) 792-1946	"	"	"
Sunrise, City of	Jose Alvarez	954 572-2424	4350 Springtree Dr.	2 x 15,000	Above
			4350 Springtree Dr.	10,000	Above
	Fred McDonald	954 888-6003	14150 NW 8 St.	2 x 12,000	Above
			14150 NW 8 St.	10,000	Above
			14150 NW 8 St.	10,000	Below
	Hugo Alagic	954 434-6900	15400 Water Mill Rd., Davie	3,000	
	Steve Kane	954 572-2290	8150 Springtree Dr.	15,000	
	Hameed Khan	954 577-1145	Public Safety Complex, 10440 W Oakland Park Blvd	10,000	Above
	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	15,000	Below
	Orlando Morales	954 746-3295	City Hall 10770 W Oakland Park Blvd.	3,000	Above
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Above

Entity Name	Contact Person	Phone #	Delivery Address	Tank Capacity	Location Above or Below Ground
	Diego Santana	954 572-2385	3001 NW 104 Terrace	1,000	Above
	Diego Santana	954 572-2393	14201 NW 2nd St. (Pump Station #8)	5,000	Above
Tamarac, City of	Imran Khan	954 597-3730	PSAC Complex 6011 Nob Hill Rd.	10,000	Below
	Rodney Sims	954 597-3727	PSAC Complex 6001 Nob Hill Rd.	1,000	Above
			10101 State Street	1,000	Above
			FS 15, 6000 Hiatus Rd.	3,000	Above
			FS 36, 7499 NW 72 Street	2,000	Above
			FS 41, 7501 NW 88 Ave.	1,000	Above
			FS 78, 4801 N Comm. Blvd.	2,000	Above
			City Hall 7525 NW 88 Ave.	1,000	Above
			BSO 7515 NW 88 Ave.	1,000	Above
			Pump Sta. East 6601 Southgate Blvd	2,000	Above
			Pump Sta. Central 8801 Southgate Blvd.	2,000	Above
			Pump Sta. West 10801 Southgate Blvd.	2,000	Above
	Anthony Licata	954 597-3777	Water Treatment Plant, 7803 61st St.	8,000	Above
			7750 NW 100 Ave.	2,000	Above
			4191 W Commercial Blvd.	2,000	Above
Village of Wellington	Luis Huertas - Fleet Superintendent	561-791-4129	14001 Pierson Rd.	20,000 gal.	Below
	Karla Berroteran, Plant Superintendent	561-753-2465	Water Treatment Facility - 1100 Wellington Trace	12,000 gal.	Above
			2nd tank	12,000 gal.	Above
			Booster Pump Station #1- 2901 Ousley Farms Rd.	1,000 gal.	Above
			Booster Pump Station #2- 11011 Lake Worth Rd.	3,500 gal.	Above
			Wells 29&30 - 8250 Forest Hill Blvd.	4,000 gal.	Above
	Bryan Gayoso - Plant Superintendent	561-753-2481	Water Reclamation Facility 11860 Pierson Rd.	4,000 gal.	Above
				4,000 gal.	Above
				12,000 gal.	Above
	Terry Narrow - Superintendent	561-791-4128	Pump Station #2 - 6090 140th Ave S	2,000 gal.	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Pump Station #3 - 12990 Forest Hill Blvd.	2,000 gal.	Above
			Pump Station #4 - 54 Ousley Farm Rd.	2,000 gal.	Above
			Pump Station #6 - 11075 Acme Rd.	2,000 gal.	Above
			Pump Station #7 - 15 Flying Cow Rd.	5,200 gal.	Above
			Pump Station #8 - 14900 Pierson Rd.	2,000 gal.	Above
			Pump Station #9 - 4499 Flying Cow Road	4,000 gal.	Above
West Palm Bch, City of	Dave Persad	561 822-2124	City Complex, 1045 Charlotte Ave	12,000	Below
			Water Treament Plant (WTP)1009 Banyan Blvd		
			WTP-Day Tank (North)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (Mid)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (South) 1009 Banyan Blvd.	500	Above
			WTP-Emer Generator(North) 1009 Banyan Blvd	20,000	Above
			WTP-Emer Generator(South) 1009 Banyan Blvd	20,000	Above
			VALLEY FORGE RE-PUMP	750	Above
			CUMBERLAND RE-PUMP	2,000	Above
			KAYE ST RE-PUMP	750	Above
			ST MARYS RE-PUMP	4,000	Above
			IBIS RE-PUMP	2,000	Above
			PALM BEACH RE-PUMP	200	Above
	Dave Persad	561 822-2124	Renaissance Em-generator 1045 Charlotte Ave	3,400	
	Guy Montante	(561) 804-4705	Fire Station #5, 700 N. Congress Ave	12,000	Below
			Fire Station #7, 8011 Okeechobee Blvd	2,800	Above
			Other Fire Stations (5 Ea.)	5 x1000	Above
	Ed Shelton	(561) 662-2463	ECRWRF 4375 Easley Drive	150,000	Above
				500	Above
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below

RFP E-03-22			Attachment "B"		
UNLEADED FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCTD	Staff	954 357-8423	3201 W Copans Rd., Pompano Bch.	20,000	Below
	Staff	954 357-7716	Ravenswood Rd., Ft. Lauderdale	12,000	Below
BCFS	Staff	954 357-6477	Fleet Superintendent - Cell 954 445-2941		
	Staff	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale 33315	20,000	Below
	Staff	954 357-5443/5441	Fleet Svc Ctr #3 1600 NW 30th Ave (Blount Rd), Pompano Bch 33069	26,000	Below
	Staff	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Lauderdale 33332	10,000	Below
	Staff	954-831-0865	WWS 2555 W. Copans Rd, Pompano Bch 33069	10,000	Below
	Staff	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue, Ft. Lauderdale 33315	12,000	Below
	Staff	954 357-5181	CB Smith Pk 900 N. Flamingo Rd. Pembroke Pines 33028	6,000	Below
	Staff	954 765-4062 x229	Mosquito Ctrl 1200 W. Airport Road, Pembroke Pines 33023	2,500	Below
	Staff	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood	2,500	Below
Boca Raton, City of	Robin Annexstein	561 393-7880	Purchasing Contact		
	Harri Mangroo	561 416-3382	Fire Station 5, 2333 W Glades Road, Boca Raton 33431 - UNLEADED	1,000	Above
	Harri Mangroo	561 416-3382	BCGRC Golf Course, 17751 Boca Club Rd.	700	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	12000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	12000	Below
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	12000	Below
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Above
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	12000	Below
Broward County Sheriff	Scott Barnett	954 497-1440	300 NE 2nd St., Deerfield	16,000	Below
			7515 NW 88 Ave, Tamarac	10,000	Below
			2001 NW 31 Ave, Lauderdale Lakes	25,000	Below
			160 S.W. 3rd St., Pompano Beach	10,000	Below
				12,000	Below
			3801 N.W. 5th Ave., Oakland Park	12,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	1,000	Above
			2200 SW 42nd St., Ft. Lauderdale	1,000	Above
			2610 SW 40th Ave., West Park	1,000	Above
			MM 35 alligator Alley, Weston	1,000	Above
			11251 SW 49th St., Cooper City	12,000	Below
			928 E. Hillsboro Blvd., Deerfield Beach	4,000	Below
Coconut Creek	Lorie Messer	954 956-1584	Purchasing Contact: 4800 W Copans Rd.		
	Suzanne Monnington	954-956-1540	Fleet Services Contact: 4900 W. Copans Rd	19,700	Below
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	4,000	Below
Coral Gables, City of	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	12,000	Above
Coral Gables, City of	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	8,000	Below
Coral Springs Improvement Dist.	Joe Stephens	954-796-6667 work	10300 NW 11th Manor Coral Springs, Fl	2,500	Above

06-14-22 TCM Backup

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	30,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
Dania Beach, City of	Thomas Goodman	954 924-3744	1201 Stirling Rd., Dania Beach, FL	4,000	Below
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	12,000	Below
Deerfield Beach, City of	German Cardona	954 420 5568	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	8,000	Below
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave., Ft. Lauderdale	3 x 18,000	below
			38th St: 949 NW 38th St., Ft. Lauderdale	3 x 18,000	below
			Lauderdale Memoridal Park: 2001 SW 4th Ave Fort Lauderdale	500	Above
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd., Fire Rescue Station 94	2,000	Above
Hallandale Beach, City of	Joseph Martinez, Fleet Manager	954 457-1614	630 NW 2 St.	2 x 10,000	Below
	Melanie VeLazquez, Warehouse	954 457-1613			
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL 33062	4,000	Below
Hollywood, City of	Joel Wall	954 967-4555	1600 S Park Rd.	3 x 10,000	Below
	Joel Wall	954 921-3260	1112 N Ocean Dr.	2 x 500	Above
	Matthew Domke	954-632-0953	Hollywood Marina, 700 Polk Street	10,000 REC 9	Above
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,500	Above
			3463 NW 43 AV Lauderdale Lakes FL 33319		

560

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	12,750	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	4,000	Below
Margate, City of	Giovanni Batista	954 972-8126	102 Rock Island Road	10,000	Below
Miami, City of	Reymon Soltis	305 329-4895	1390 NW 20 St	15,000	Above
	Juan Carlos Porta	305 361-3316	Marine Stadium Marina, Virginia Key	2 x 2000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	12,000	Below
			13900 Pembroke Rd.	10,000	Above
			13900 Pembroke Rd.	10,000	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	2 x 10,000	Below
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST, NMB, FL. 33162	10,000	Above
N Palm Beach, Village of	Denis Nentwick	561 644-5311	645 Prosperity Farms Rd	10,000	below
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS#2 300 S county Rd.	6,000	Below
	Billy Loihle	561 533-1170	Par 3 Gold Course, 2345 S Ocean Blvd.	6,000	Below
	Loretta Mellon	561-227-7044	PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
Palm Beach County School Dist	Morris Simpson	561 434-8172	3376 Summit Blvd. W. Palm Beach	20,000	Below
			7061 Garden Rd, Riviera Beach	10,000	Below
			1901 NW 16th St, Belle Glade	10,000	Below
			1302 SW 30th Ave, Boynton Beach	1,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	6000	Above
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	12000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	12000	Below
	Mark Gomes	954 518-9020	Howard Forman Health Campus-South - 911 Poinciana Drive	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant-North - 13955 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant Compound - 13975 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	West Pines Police Sub-Station - 18400 Johnson Street	12000	Above
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		
			451 NW 70th Ter Plantation FL 33317	12,000	Below
			770 NW 91st Ave Plantation FL 33324	10,000	Below
			750 NW 91st Ave Plantation FL 33324	15,000	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
Pompano Beach, City of	Forrest Hall	954 786-4033	1190 N.E. 3rd Ave., Bldg. A	12,000	below
Riviera Beach, City of	Lance Moss	561 845-4141	2391 Avenue L	2 x 15000	Below
	David Danford	561-845-4051	800 W Blue Heron Blvd	12,000	Below
		561-845-4051	5020 N Singer Island	1,700	Above- Smal
		561-845-4051	909 Avenue U	2,000	Above
		561-845-4051	909 Ave U	2,500	Above- Smal
		561-845-4051	2051 Avenue H, West	1,000	Above
		561-845-4051	6522 Haverhill Road	2,500	Below
Sunrise, City of	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	20,000	Below
	Karl Thompson	954 888-6003	14150 NW 8th St.	10,000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Below
Tamarac, City of	Imran Khan	954 597-3730	PSAC Complx 6011 Nob Hill Rd.	10,000	Below
	Rodney Sims	954 597-3727			
Village of Wellington	Luis Huertas - Fleet Superintendent	561-791-4129	14001 Pierson Rd.	20,000 gal.	Below
West Palm Bch, City of	Mario Guzman	561 822-2122	City Complex, 1045 Charlotte Ave	19,000	Below
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP E-13-17

Description/Title: UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

Initial Contract Term: Start Date: March 15, 2017 End Date: March 14, 2020

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 2 years (Period of Time)

Renewal No. 1 Start Date: March 15, 2020 End Date: March 14,2022

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

SECTION #1 **VENDOR AWARD**

Vendor Name: Port Consolidated Inc.

Vendor Address: 3141 Se 14th Ave.

Contact: Don Carlton, President

Phone: 800-683-5823 Fax: 954-527-1191

Cell/Pager: _____ Email Address: cspev@portconsolidated.com;

Website: _____ FEIN: 59-1173292

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: March 15,2017 Resolution/Agenda Item No.: _____

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No _____

SECTION #3 **LEAD AGENCY**

Agency Name: City of Pompano Beach

Agency Address: 100 W Atlantic Blvd, Pompano Beach, FL 33060

Agency Contact: Antonio Pucci Email antonio.pucci@copbfl.com

Telephone: 954-786-5504 Fax: _____

ORDINANCE NO. 2017-32

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE OF UNLEADED GASOLINE AND DIESEL FUEL, WITH THE CITY OF POMPANO ACTING AS THE LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement with Port Consolidated, Inc. pursuant to RFP E-13-17.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 28th day of February, 2017.

PASSED SECOND READING this 14th day of March, 2017.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
2/16/17
L:ord/2017-132

CONTRACT

THIS AGREEMENT is made and entered into this 15th day of March, 2017, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and PORT CONSOLIDATED, INC., a Florida corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-13-17; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-13-17), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-13-17, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of three (3) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this contract for an additional period of two (2) years upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

8. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph U.11 of RFP E-13-17. All payments by the City and Participating Agencies, shall be made after the service has been provided.

9. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

10. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Port Consolidated, Inc.
Donald R. Carlton, Jr., President
P. O. Box 350430
Fort Lauderdale, Florida 33335

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

11. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

12. Termination. This Agreement may be terminated pursuant to Paragraph Q of RFP E-13-17.

13. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

14. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in RFP E-13-17 attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to City.

15. Indemnity. The Contractor shall defend, indemnify and hold the City, all Participating Agencies in the Purchasing Cooperative Group, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Section 768.28, Florida Statutes.

16. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

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

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps

and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

Christine Kendel

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of March, 2017, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)

KERVIN ALFRED
Notary Public - State of Florida
Commission # GG 000246
My Comm. Expires Sep 21, 2020
Bonded through National Notary Assn.

"CONTRACTOR"

PORT CONSOLIDATED, INC.
a Florida corporation

Witnesses:

By: _____

Print Name: Donald R. Carlton Jr.

Title: President

Business License No. 795718

Joseph R Jiska
(Print or Type Name)

Karen Alvarez
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 2017, by DONALD R CARLTON JR as PRESIDENT of PORT CONSOLIDATED, INC., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

BRENDA J. AYERS

(Name of Acknowledger Typed, Printed or Stamped)

FF 921372

Commission Number

BRENDA J. AYERS
Notary Public - State of Florida
Commission # FF 921372
My Comm. Expires Oct 9, 2019
Bonded through National Notary Assn

/jrm
2/21/17
I:agr/genl srvs/2017-382

pompano beach®

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-13-17

UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

RFP OPENING: January 20, 2017 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead

agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

I. "WORKING TOGETHER TO REDUCE COSTS"

December 20, 2016

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-13-17
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, hereinafter referred to as CITY, is seeking proposals from qualified firms to provide unleaded gasoline and diesel fuel to participating members of the Southeast Florida Governmental Purchasing Cooperative Group.

The City will receive sealed proposals until **2:00 p.m. (local), January 20, 2017**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

The intent of this solicitation is to establish an annual, open-end contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

1. Contract for diesel and unleaded gasoline products *with suppliers that have access to volumes of substantial petroleum products at Port Everglades either via contractual allocations or direct ownership*, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain the fuels at competitive market rates.

B. Scope Of Services

Attachment "A" – Specifications and Requirements

Attachment "B" – Locations of Participating Agencies fuel locations and contact personnel.

C. Participating Agencies

	Agency Name	Address	Contact Person	Phone #
1	Broward County	1 University Drive Plantation, FL 33301	Alfred Clauson	954 357-6477
2	Boca Raton, City of	201 W. Palmetto Park Rd. Boca Raton, FL 33432	Lynne Piper	561 393-7878
3	Coconut Creek, City of	4900 W Copans Rd Coconut Creek, FL 33063	Lorie Messer	954 956-1584
4	Cooper City, City of	9090 SW 50 Place Cooper City, FL 33328	Kerri-Anne Fisher	954 434-4300 x268
5	Coral Springs, City of	4181 NW 121 Ave Coral Springs, FL 33065	Alan DiStefano	954 345-2235
6	Dania Beach, City of	100 W Dania Beach Blvd Dania Beach, FL 33004	Ronnie Navarro	954 924-6808
7	Davie, Town of	6591 Orange Dr Davie, FL 33314	Brian O'Connor	954 797-1016
8	Deerfield Beach, City of	401 SW 4th St. Deerfield Beach, FL 33441	Ivelsa Guzman	954 480-4486
9	Ft. Lauderdale, City of	100 N Andrews Ave. Ft. Lauderdale, FL 33301	Sandy Leonard	954 828-5781
10	Green Acres, FL	5800 Melaleuca Lane Green Acres, FL 33463	Monica Powery	561 642-2089
11	Hallandale Beach, City of	400 S Federal Highway Hallandale Beach, FL 33009	Andrea Lues	954 457-1332
12	Hillsborough Beach, Town of	1210 Hillsboro Mile Hillsborough Beach, FL 33062	Jim Pugliese	954-427-6600
13	Hollywood, City of	2600 Hollywood Blvd. Hollywood, FL 33020	Paul Bassar	954 921-3552
14	Lauderdale Lakes, City of	3463 NW 43 Ave. Lauderdale Lakes, FL 33319	Robin Soodeen	954 535-2758
15	Lauderhill, City of	1919 NW 55th Ave. Lauderhill, FL 33319	Manny Cerezo	954 790-2966
16	Lighthouse Point, City of	4730 NE 21st Terrace Lighthouse Point, FL 33064	Charles Schramm	954 946-7386
17	Margate, City of	5790 Margate Blvd Margate, FL 33063	Spencer Shambray	954 935-5341
18	Miami, City of	444 SW 2nd Ave, 6th Flr. Miami, FL 33130	Eduardo Falcon	305 416-1901
19	Miami Gardens, City of	18605 NW 27 Ave. Miami Gardens, FL 33055	Tom Ruiz	305 622-8000

20	Miramar, City of	13900 Pembroke Rd. Miramar, FL 33027	Alicia Ayum	954 602-3121
21	N Miami, City of	776 NE 125 St. N Miami, FL 33161	Alberto Destrade	305 895-9886
22	N Miami Beach, City of	2101 NE 159th Street, N Miami Beach, FL 33162	Joel Wasserman	305 948-2946
23	North Palm Beach, Village of	645 Prosperity Farms Road N. Palm Beach, FL 33408	Susanne Hachigian	561 841-3375
24	Palm Beach, Town of	951 Old Okeechobee Rd. West Palm Beach, FL 33401	Adis Pedraza	561 227-7000
25	Palm Springs, Village of	226 Cypress Lane Palm Springs, FL 33461	Ken Dye	561 965-5770
26	Pembroke Park, Town of	3150 SW 52nd Ave. Pembroke Park, FL 33023	Todd Larson	954 966-4600 Ext. 238
27	Pembroke Pines, City of	13975 Pembroke Rd Pembroke Pines, FL 33027	Mark Gomes	954 518-9020
28	Plantation, City of	400 NW 73rd Avenue Plantation, FL 33317	Charles Spencer	954 797-2647
29	Pompano Beach, City of	1190 NE 3rd Ave, Bldg C Pompano Beach, FL 33060	Jeff English	954 786-4098
30	Riviera Beach, City of	2051 MLK Blvd. Ste. 310 Riviera Beach, FL 33404	Rebecca Reed	561 882-1809
31	School Board, Broward Cty	7720 W Oakland Park Blvd. #323, Sunrise, FL 33351	Al Shelton	754 321-0520
32	School District, Palm Beach County	3300 Forest Hills Blvd. West Palm Beach, FL 33406	Morris Simpson	561 434-8172
33	Sheriffs Office, Broward County	2601 West Broward Blvd Ft Lauderdale, FL 33312	Rick Torres	954 831-8170
34	Southwest Ranches, Town of	13400 Griffin Road Southwest Ranches, FL 33330	Sandy Luongo	954 343-7476
35	Sunrise, City of	10770 Oakland Pk Blvd, 3rd Flr Sunrise, FL 33351	Wendy Lorenzo	954 572-2485
36	Tamarac, City of	7525 N.W. 88th Ave. Tamarac, FL 33321	Keith Glatz	954 597-3567
37	West Palm Beach, City of	401 Clematis Street W Palm Beach, FL 33401	Nate Rubel	561 822-2109
38	Weston, City of	2599 S Post Road Weston, FL 33327	Karl Thompson	954 385-2600
39	Wilton Manors, City of	524 NE 21 Ct. Wilton Manors, FL	David Archacki	954 390-2190

D. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

E. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the firm. The letter should present an overview of the Proposer's organization and will include the firm name, address, principal contact person for this proposal, e-mail address, phone number, and fax number. A brief description of the firm's history and corporate affiliations.

2. Qualifications, capabilities, and experience: Qualifications and specialized experience of proposer for providing the type of products described in the Specifications and Requirements (Attachment "A") of this RFP.

    a. State proposer's capability to provide these types of products on a local (Port Everglades) and regional/national level.

b. List of representative current customers comparable in size and scope to this RFP for which the Proposer is providing petroleum products. The list should include the name and address of each client's contact person, telephone and fax numbers, e-mail address and a general description of the existing business relationship.

3. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.

4. Address how Proposer will ensure its contractual obligation to the Co-Op. Include any contractual obligations to supply fuel to other entities that could affect the Co-Op's supply of fuel. If Proposer is a fuel distributor (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.

5. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the proposal response. Proposers should describe in detail any product volume purchase requirements which would be required of ***each participating agency*** on a monthly basis.

6. ***Contingency plan of action. Firms should describe a plan of action to assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.***

7. Price Proposal: Submit your firm, fixed price proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 "pricing methodology" with the proposal response.

8. Alternate Proposals:

a. An option is afforded to all proposers to submit, in addition to their original proposal, an alternate proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

b. For the potential use of some participating agencies, the opportunity is afforded to all proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:

i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.

ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

Proposers wishing to provide an alternate proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential proposers become part of this Request for Proposal and any resulting contract. The proposal form should be signed by an authorized company representative, dated and returned with the proposal.

10. Contract with Participating Agencies:

No negotiations, decisions or action shall be initiated or executed by the Offeror as a result of any discussions with any participating agency or representative of those agencies. Only those communications, which are in writing from the Purchasing Agent, or other designee, of the City of Pompano Beach may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

Litigation:
Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:
The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

F. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

    a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

    b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance		Limits of Liability		
GENERAL LIABILITY:		Minimum $2,000,000 Per Occurrence and $2,000,000 Per Aggregate		
* Policy to be written on a claims incurred basis				
XX	comprehensive form	bodily injury and property damage		
XX	premises - operations	bodily injury and property damage		
__	explosion & collapse hazard			
__	underground hazard			
XX	products/completed operations hazard	bodily injury and property damage combined		
XX	contractual insurance	bodily injury and property damage combined		
XX	broad form property damage	bodily injury and property damage combined		
XX	independent contractors	personal injury		
XX	personal injury			
__	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate		
AUTOMOBILE LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.		
XX	comprehensive form			
__	owned			
__	hired			
__	non-owned			
REAL & PERSONAL PROPERTY				
__	comprehensive form	Agent must show proof they have this coverage.		
EXCESS LIABILITY			Per Occurrence	Aggregate
__	other than umbrella	bodily injury and property damage combined	$1,000,000	$1,000,000
PROFESSIONAL LIABILITY			Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis		$2,000,000	$2,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall

survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

   a. Certificates of Insurance evidencing the required coverage;

   b. Names and addresses of companies providing coverage;

   c. Effective and expiration dates of policies; and

   d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

G. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	Criteria	Point Range
1.	**Firm Qualifications and Capabilities** (Factors including but not limited to the following) • Fuel supply delivery capability from Port Everglades • Contracting Terms and Conditions proposed	0-40
2.	**Emergency Supply Capabilities** (Factors including but not limited to the following) • Control of storage facilities in Tri-County area • Contingency plan of action • Availability of regional emergency storage	0-20
3.	**References** (Factors including but not limited to the following) • Years experience • Number of Locations	0-10
4.	**Cost**	0-30
	Total	**0-100**

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the

solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

H. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

I. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

L. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

M. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

N. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

O. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

P. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

Q. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

S. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

T. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

12. Public Records

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

   i. Keep and maintain public records required by the City in order to perform the service;

   ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

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

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

b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

V. Questions and Communication

All questions regarding the RFP are to be submitted in writing. All questions are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

W. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):

_____

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

February 15, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Best and Final Offer – E-13-17

Dear Mr. English:

Thank you very much for your time today and thank you for the opportunity.

As a follow up to our negotiation meeting for E-13-17, please see our "Best and Final" offer to the Co-op.

	ULSD	87 E-10
Transport	+ 0.007	+ 0.007
Tankwagon	+ 0.089	+ 0.089

All other pricing in the RFP will remain the same.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-13-17 (number), Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

On behalf of Port Consolidated, I would like to thank the City of Pompano Beach for the opportunity to participate in this RFP. Below you will find our official contact information.

Name of Firm: Port Consolidated
Physical Address: 3141 SE 14th Ave., Ft. Lauderdale, FL 33316
Mailing Address: PO Box 350430, Ft. Lauderdale, FL 3333
Corporate Website: www.portconsolidated.com
Corporate Phone: 800-683-5823
Corporate Fax: 954-527-1191
Point of Contact: Don Carlton, President
E-Mail Address: dcarlton@portconsolidated.com

Per the terms of the RFP, the following is a brief outline of Port Consolidated and its history:

- The company has been marketing petroleum products in Florida since 1967.
- We have locations in Miami, Ft. Lauderdale, Pompano, Riviera Beach, West Palm Beach, Fort Pierce, Fort Myers, Tampa, Orlando, Palatka, Jacksonville, and Fernandina Beach.
- Port Consolidated currently supplies a multitude of municipalities throughout the State of Florida for not only day to day supplies, but hurricane and emergency fuel as well.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.

- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, TPSI, Colonial, Gulf Oil, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.

- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.

- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our firm's qualifications and experience along with a list of references:

Port Consolidated has been supplying fuel and lubricants throughout the State of Florida since 1967. We own and operate all of our own equipment, never having to rely on common carriers to deliver the products that we sell. Our customer service department, consisting of 15 representatives, is open Monday through Friday, 7:30 AM to 5:00 PM. In addition to that, we have 24 sales representatives out in the field to assist our customers with any/all technical questions.

Please see below a list of local references. We have serviced these entities over the years.

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County School Board – Mark Alan - 754-321-0507

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a list of key personnel that will be assigned to this account:

- Customer Service – Fay Francisco, Linda Rogers, Jane Mitchell, Natasha Corona, Vanessa Burch, Danielle Schatz – 954-522-1182
- Billing Inquiries – Heather - 877-345-1098 x1009
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 877-345-1098 x1017

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

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January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contractual Supply Obligation – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our supply chain that will ensure adequate fuel supply for the Co-op, not only on a day-to-day basis, but during a declared State-of-Emergency as well.

Port Consolidated's corporate headquarters sits in the heart of the Port Everglades, which supplies both gasoline and diesel fuel to all of South Florida. We have the ability to pull day to day product from Chevron, Citgo, Gulf Oil, Indigo, Mansfield, Marathon, Motiva, Petroleum Traders, and Valero.

For those times when supplies are tight, we have contractual arrangements with Chevron, Gulf Oil, Indigo Energy, and Marathon. These contracts will ensure a guaranteed, ratable supply to the Co-op. Attached to this letter, you will find copies of those current agreements.

Port Consolidated also has the ability to pull product from other Ports throughout the State of Florida, notably the Port of Tampa, Port Manatee, Port Canaveral, Orlando, and the Port of Jacksonville. Should Port Everglades become incapacitated for any length of time, these various Ports provide us with other options to pull product. We also have relationships in Savannah.

In addition to our regular supply points, Port Consolidated also has the ability to pre-purchase and store product at any one of our 13 facilities. Our total storage capacity is just under 3 million gallons for various petroleum products.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

20264

GUARANTEED SUPPLY AGREEMENT

This is a Guaranteed Supply Agreement dated November 2, 2016 between Marathon Petroleum Company LP ("MPC"), a Delaware limited partnership with offices at 539 South Main Street, Findlay, Ohio 45840 and Port Consolidated, Inc. ("**Port Consolidated**"). a Florida corporation with offices at 3141 SE 14th Avenue. Fort Lauderdale, Florida 33316.

1. **Definitions.** "Products" shall mean gasoline, gasohol and distillates of all grades and types as are generally offered to MPC's Wholesale Reseller customers at a Terminal from time to time. "Terminal," "10-Day Volume," and "Monthly Volume," shall refer to the MPC terminals and the associated quantities (in gallons) listed in the table in Section 3, if applicable. "Month" (capitalized or not) shall mean a calendar month. "10-Day Period" shall mean 10 calendar days in a Month, beginning on the first day of the Month. The last 10-Day Period in a Month must end on the last calendar day of the Month and can be shorter or longer than 10 days depending on the amount of days in the Month.

2. **Term.** The initial term of this Agreement is from January 1, 2017 to December 31, 2017, inclusive. This Agreement shall automatically renew for up to two successive one-year renewal term(s) unless either party gives written notice of non-renewal at least 60 days prior to the end of the initial term or any subsequent one-year renewal term. In no instance shall this Agreement extend beyond December 31, 2019.

3. **Quantity. (A)** During each Month, **Port Consolidated** shall purchase 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table below. **(B)** During each 10-Day Period, **Port Consolidated** shall purchase the 10-Day Volumes of each Product at the associated Terminal as shown in the table below. **(1)** MPC shall not guarantee availability of Product for **Port Consolidated's** purchase in amounts greater than 110% of the 10-Day Volumes set forth in the table below. **(2)** During any 10-Day Period, all Product purchases over 110% of the 10-Day Volumes shall not apply toward **Port Consolidated's** obligation to purchase the Monthly Volumes. **(C)** In the event the needs of **Port Consolidated** increase beyond the volumes specified in the table below, **Port Consolidated** shall notify the MPC Regional Office in writing of the additional volume requested at least 30 days prior to lifting. The MPC Regional Office shall assess Product availability. and if the parties mutually agree, shall amend the volumes in the table set forth below.

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Tampa	GASOHOL	TERM	125,000	375,000
Tampa	ULSD	TERM	616,666	1,850,000
Fort Lauderdale	GASOHOL	TERM	275,000	825,000
Fort Lauderdale	ULSD	TERM	750,000	2,250,000
TOTAL MONTHLY VOLUME				**5,300,000**

4. **Price.** The price for any given load of Product shall be the applicable MPC Wholesale Reseller Price in effect at the following Terminal(s) as of the time that lifting ends: Tampa and Fort Lauderdale.

Port Consolidated acknowledges and agrees that MPC may use the Wholesale Reseller Price to manage customer liftings when MPC's Product supply at a Terminal is limited and **Port Consolidated** waives the right to claim that this method of pricing is unfair, anti-competitive, tortious, or a breach of contract.

5. **Remedies. (A)** MPC will, at its sole discretion, invoice **Port Consolidated** on a monthly basis an underlifting fee of $.0300 per gallon not lifted if **Port Consolidated** fails to lift 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table in Section 3. **Port Consolidated** shall pay MPC within 15 days after receipt of the invoice for any applicable underlifting fees charged by MPC. No failure by MPC to charge for any underlifting fees to which it would be entitled in any given month shall operate as or imply any existing or future waiver of the right to charge such fees, nor shall it, in any way, limit or alter the rights of MPC set forth herein or prevent MPC from asserting its rights herein through estoppels or any similar legal theory. **(B)** MPC may cancel this Agreement upon 15 days' advance written notice if, for any two consecutive months, **Port Consolidated** fails to purchase the Monthly Volumes at the associated Terminal as shown in the table in Section 3. **(C)** If a supply interruption occurs at a Terminal, MPC may request **Port Consolidated**, to the extent logistically feasible, to lift Products at another MPC Terminal.

6. **General. (A) THE ATTACHED PRODUCT SALES TERMS ARE PART OF THIS AGREEMENT**, but the terms herein shall prevail over any conflicting terms in the Product Sales Terms. **(B)** The fee in Section 5(A) is not a penalty but is a reasonable liquidated damage amount. **(C)** This Agreement has been executed in two original counterparts. **(D) Port Consolidated** has the right to disclose the terms and conditions contained herein with its agents, employees, directors and officers with a need to know, however these terms and conditions are confidential, and any unauthorized disclosure by **Port Consolidated** without the express written consent of MPC is a material breach of this Agreement.

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

By: Ken Mark

Title: Southern Region Manager

Port Consolidated, Inc.

By:

Title: President

APPROVED AS TO FORM tyh 10/31/16

1425885.DOCX 1

(Revised 8/1/2016)

PRODUCT SALES TERMS

These terms will apply to any agreement to which they are attached, in which they are incorporated by reference, or which is found on the other side of these terms. In the event of a conflict between that agreement and these terms, that agreement will control. That agreement and these terms are collectively referred to below as the "Agreement", and the term "Products" refers to the petroleum products sold by Marathon Petroleum Company LP ("Seller") under this Agreement to the buyer identified in this Agreement ("Buyer").

1. Payment. Payment terms are subject to change by Seller at any time. If Seller does not receive payment when due, it may impose a late payment charge not to exceed the maximum amount allowed by law and if the account is placed for collection or suit is filed thereon, Seller will be entitled to attorney fees and court costs. **PAYMENTS TENDERED IN FULL SETTLEMENT OF A DISPUTED AMOUNT MUST BE CLEARLY LABELED AS SUCH AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO: COMMERCIAL CREDIT MANAGER, MARATHON PETROLEUM COMPANY LP, 539 SOUTH MAIN STREET, FINDLAY, OHIO 45840.** Seller may set off amounts owed by Buyer to Seller or its subsidiaries or affiliates against amounts owed by Seller to Buyer.

2. Taxes. Buyer will pay, and indemnify Seller for, all taxes, fees, duties, environmental levies, and other charges (whether imposed on manufacture, processing, use, purchase, sale, resale, delivery, receipt, title transfer, inspection, removal from storage, measurement or passage through a measurement device, receipt of payment, or other activity, and regardless of when imposed) relating to Products, or their raw materials or feedstocks. The sole exception to this obligation is taxes based on or measured by Seller's income or net worth. Upon account set up, Buyer will promptly furnish Seller with the Buyer's appropriate state tax registration number(s), its federal identification number and any applicable tax exemption certificates. Buyer will promptly inform Seller of any changes to its tax registration or exemption status that may occur after account setup.

3. Delivery. All sales will be F.O.B. the "Ship From" location stated in this Agreement, unless this Agreement clearly provides otherwise. Title and risk of loss will pass to Buyer at the "Ship From" location as Product passes (as applicable) the transport truck or railcar inlet flange, barge permanent hose connection, or pipeline upstream flange. Title and risk of loss will not be affected by Seller's ownership of the transportation assets, arrangement of shipment, and/or pre-payment or collection of shipment expenses from Buyer. Seller will have no obligation to deliver Product at the "Ship From" location unless Buyer, its agents, and its carriers have entered into, and are in compliance with, agreements governing access to the "Ship From" location.

Where this Agreement clearly provides that delivery is F.O.B. the "Ship To" destination, title and risk of loss will pass to Buyer at the "Ship To" destination as Product passes (as applicable) the transport truck or railcar outlet flange, barge permanent hose connection, or pipeline downstream flange. Where shipment is by railcar, and Buyer is unable to accept delivery of the railcar when offered, then title and risk of loss will pass to Buyer at the time of constructive placement of the railcar. Buyer will pay and be responsible for any demurrage, fleeting, shifting, parking, detention, port or other charges related to receipt or delivery of Product, unless solely caused by Seller.

4. Quantity and Inspection. Quantities will be determined by (in order of preference) calibrated meters; terminal tank gauges or shortank downgauges; or any applicable ASTM method. Quantities may be temperature-adjusted to 60°F, at Seller's option, using built-in temperature compensators or ASTM tables. Either party may require that Product quantity and quality be determined by a jointly-selected, licensed petroleum inspector, whose findings will be conclusive. Customary inspection costs will be shared equally, but additional services will be paid for by the party requesting them.

5. Compliance With Laws. Buyer, its agents, and its carriers will comply with all laws, regulations, and standards applicable to the sale, delivery (including loading, unloading, and/or transloading), transportation, storage, use, and disposition of Products, and Buyer will not deliver, or allow to be delivered, to an RVP or RFG control area any Product that would be in violation of U.S. EPA regulations applicable to that area. Buyer will require similar commitments from its purchasers. Product identified as Blend-Grade, CBOB or RBOB is for use as blending component only.

6. Safety and Health. Buyer shall thoroughly review and adhere to all Safety Data Sheets (SDS) and other safety-related information provided by Seller concerning the Products, including but not limited to the recommended use, restriction on use, precautionary measures and exposure controls for each of the Products as described in the SDS. Buyer shall comply with all state and federal laws, regulations and codes pertaining to the maintenance and distribution of SDS. Buyer acknowledges the hazards and assumes the risks associated with handling and using each of the Products. SDS for Products are available at the following internet address: http://www.marathonpetroleum.com /brand/products/sds/. Buyer may request to receive SDS via email by contacting the Seller at sdsinfo@marathonpetroleum.com.

Buyer's employees, agents, and subcontractors will comply with all applicable safety standards, policies, practices and rules of conduct mandated by Seller when involved in any operations on Seller's premises in connection with the performance of this Agreement.

7. Warranties. Seller warrants good title to all Products supplied hereunder at the time of delivery to Buyer, and that each Product supplied hereunder will comply with all applicable federal, state and local rules and regulations in effect at the time and place title thereto passes to Buyer. **MPC DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OR QUALITY OF PRODUCTS SUPPLIED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PARTICULAR OR INTENDED PURPOSES OR USAGE.** Seller will, at its option and its cost (including expense of return and re-delivery), remedy the defect in, replace, or refund the purchase price of, any Product that fails to meet this warranty. **THIS IS BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.**

8. Claims. All claims must be in writing. Product quality or quantity claims must be delivered to Seller within 30 days after delivery of the Product, and all other claims by Buyer must be delivered to Seller within 60 days after the event giving rise to the claim. Buyer will preserve, and permit Seller to inspect and sample, the subject Product. **ANY LAWSUIT AGAINST SELLER WHICH INVOLVES THIS AGREEMENT OR THE SALE OF PRODUCTS MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.**

9. Limitation of Liability. IN NO EVENT WILL SELLER'S LIABILITY FOR DAMAGES (WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT CONCERNED NOR WILL SELLER BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Force Majeure and Allocation. Neither party will be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire; explosion; flood; earthquake; storm; act of God; mechanical breakdown; sabotage or vandalism; strike or other labor disturbance (Seller will not be required to settle a labor dispute or take an action that might involve it in a labor dispute); shortages of, or delays in obtaining, crude oil, feedstocks, raw materials or finished products, equipment, labor, transportation, or storage; interruption of utility services; or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its Product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions and subsidiaries, and its and their customers (whether under contract or not), Seller may allocate its supply among all of them in any fair and reasonable manner determined by Seller.

11. Indemnity. Buyer will indemnify and defend Seller and its employees and agents against any loss, claim, liability (actual or alleged), fine, penalty, or expense (including court costs, attorney fees, and litigation expenses), of any kind (including those based in tort, warranty, or strict liability), arising out of, or in connection with: (i) the performance of this Agreement; (ii) any failure of Buyer, its agents or employees to comply with the terms and conditions of this Agreement; or (iii) any act or failure to act in the handling, storage, transportation, loading, unloading, transloading, resale, or other use, by Buyer or others, of a Product sold under this Agreement. The only exception to this obligation is when Seller's negligence or intentional misconduct is determined by a court to be the sole cause of the damage. In responding to any third-party claims, Seller may select an attorney and may enter into any settlement without affecting this obligation.

12. Default. Seller may terminate this Agreement in the event of a material default by Buyer which is not cured within 10 days after notice of default is given. Seller may also terminate this Agreement at once (and

(Revised 8/1/2016)

Buyer will have no right to cure) if Buyer either fails to pay any amount when due or violates the provisions of paragraph 14 below. The right to terminate is in addition to any other remedy that may be available. A waiver of a default in one instance does not extend to any subsequent default.

13. Export Sales. For any Product that will be exported from the U.S.A. by Buyer or another Party, all export-related requirements are the sole responsibility of Buyer or the Exporter. Seller is not responsible for compliance with U.S. export control laws or requirements in such transactions unless it agrees to assume that responsibility in writing. Buyer acknowledges that Product was designed and produced solely for commercial purposes. Further, Buyer agrees that unless specifically licensed by the United States government, no Product received from Seller is intended to be nor will be, shipped either directly or indirectly, to any country entity, or person or for any end-use that is prohibited under the Export Administration Regulations ("EAR"), Office of Foreign Assets Control ("OFAC") regulations, International Traffic in Arms Regulations ("ITAR") or as otherwise prohibited by any applicable law or regulation. Any diversion contrary to U.S. law is strictly prohibited. Buyer shall indemnify and hold Seller harmless from all fines, penalties, costs, and expenses (including reasonable attorney fees) incurred by reason of the breach of the foregoing.

Except where Seller has specifically provided to Buyer in writing the appropriate documentation necessary to substantiate that Product is eligible for NAFTA or other preferential duty treatment, Product sold hereunder is deemed not eligible for NAFTA or any preferential duty treatment.

For any Product that will be exported from the U.S.A. by Buyer, Seller reserves all rights as a manufacturer under 19 U.S.C. §1313 and related regulations and reserves all rights to claim drawback. Buyer will provide Seller with proof of export satisfactory to Seller and any other information needed by Seller for the timely and accurate filing of Seller's claim.

14. Trademarks. Buyer will not use Seller's name, trade or service marks, or trade dress in any way with regard to the Products.

15. General. (A) The sale of Products to Buyer, and this Agreement, will be governed by Ohio law, without giving effect to its principles of conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sales of Goods. (B) Buyer's obligations in paragraphs 2, 5, 6, 11, 13, and 14 above will survive termination of this Agreement. (C) The invalidity or unenforceability of any part of this Agreement will not affect the validity or enforceability of its remaining provisions. (D) This Agreement, and any rights or duties under it may not be assigned or delegated by Buyer; any attempted assignment or delegation by Buyer will be void. (E) In the event of a sale or transfer of all or substantially all of Buyer's equity shares or assets, or a controlling interest in either, by merger, acquisition, exchange, joint venture, or other similar transaction, Seller may, at its sole option, immediately terminate this Agreement. (F) No claim or notice relating to this Agreement to be given to Seller will be valid unless sent by certified mail return receipt requested or by a national overnight courier service to Seller addressed as follows: Manager, Wholesale Marketing, Marathon Petroleum Company LP, 539 South Main Street, Findlay, Ohio 45840. All notices given by Seller to Buyer may be sent to the addresses shown on the most recent written correspondence sent to Seller by Buyer, or to such addresses as may be requested in writing by Buyer in the future. (G) No amendment or modification of this Agreement will be valid unless made in a writing signed by authorized representatives of both parties. Any attempt by either party, through a job order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Agreement will be deemed immaterial and will be void, unless contained in an amendment executed as specified hereinabove. (H) No failure to exercise or election not to exercise any of a party's rights hereunder will constitute any waiver or modification of such rights, or be deemed to be a course of performance or dealing, modifying or waiving the parties' rights, remedies, duties, obligations or liabilities under this Agreement or any part thereof. (I) This Agreement contains the entire agreement of the parties with respect to its subject matter.

Chevron

Our Family of Brands

Product Sales Contract
(Reseller)

This contract is dated **November 01, 2016**, and is between **Chevron Products Company**, a division of Chevron U.S.A. Inc. ("Seller"), and **PORT CONSOLIDATED INC** ("Buyer").

Seller and Buyer agree as follows.

1. TERM. The term of this contract shall commence on **November 04, 2016**, and shall end on **October 31, 2017**, unless sooner terminated by either party in accordance with the provisions of this contract.

2. PRODUCTS AND QUANTITIES. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of diesel fuel and other products specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.

3. PRODUCT QUALITY. The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.

4. PRICE. The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).

5. PAYMENT AND FINANCIAL RESPONSIBILITY. Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

~~Buyer shall, except at Seller's option, pay Seller cash before delivery for products purchased hereunder.~~

Buyer acknowledges the importance of payment within the terms specified when credit is extended and agrees that past due amounts shall bear interest at the rate of 18% per year or the maximum rate permitted by the state of Buyer's address for notices as specified in Exhibit A of this contract, whichever is less. If Buyer fails to make payment within the specified terms, such failure shall, at Seller's option, be deemed a breach of this entire contract and, in addition to such other remedies as it may have, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment (including payment of all amounts then outstanding for products delivered by Seller to Buyer hereunder) is received, or to terminate this contract. The acceptance of any payment by Seller after the due date shall not waive any of Seller's rights hereunder nor shall such withholding of deliveries or termination of this contract affect any obligation of Buyer hereunder. If credit is extended to Buyer by Seller, the buyer shall periodically provide to (Chevron) that financial information or security

deemed necessary by (Chevron) to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to (Chevron) in the sole judgment of (Chevron), advance cash payment or security satisfactory to (Chevron) shall be given by the buyer on demand by (Chevron) and shipments/deliveries may be withheld until such payment or security is received.

Seller's terms of payment are subject to change without notice at the discretion of Seller.

6. TAXES. Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract shall, if collectible or payable by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.

7. DELIVERIES. Product deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales). . Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable rules and regulations as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.

8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.

9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply-demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.

10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligation under section 11 of this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer), directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.

12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:
    - "Seller and its affiliates" means Seller, its ultimate parent company Chevron Corporation, and the subsidiary and affiliated companies of each of them.
    - "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
    - "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
    - Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
    - "A or B" means "A or B or both."

13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).

14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.

15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.

16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.

17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.

18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

19. NOTICES. Notices to be given under this contract shall be in writing and delivered by mail, in person, or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.

20. TERMINATION. Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.

21. WARRANTY. Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

22. DISCRETIONARY SALES. Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

Chevron Products Company,
a division of Chevron U.S.A. Inc.

By: _____ 11/1/2016
Attorney in Fact
Desmond Johnson,

Manager,
Commercial Products Support

Buyer

PORT CONSOLIDATED, INC.

By: _____

Title: _____

Chevron

Our Family of Brands

EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear (S/gal)	DIFF Dyed (S/gal)
1022	TAMPA FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	250,000	275,000		2 3 4		
1021	FT LAUDERDALE FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	1,000,000	1 100,000		1 2 3 4		
1107	ORLANDO FL TRM KINDER MORGAN	Truck	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	116,667	128,333		1 2 3 4		

Pricing Provisions :

1. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades. Chevron will use the quote for the newer season.*
2. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades, Chevron will use the quote for the newer season.*
3. *OPIS CA LCFS = OPIS Prior Day California Low Carbon Fuel Standard for Motor Gasoline (CTS/GAL).*
4. The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using **prior day** pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.

   For Platt's or OPIS-based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open.

Notice Addressee:

Seller:
Chevron Products Company
Attn: Brian Coomes, General Manager
1500 Louisiana Street
Houston , TX 77002
UNITED STATES

Tel: (502) 420-7041

Buyer:
PORT CONSOLIDATED INC
Attn.Don Carlton
3141 SE 14TH AVENUE
FT. LAUDERDALE, FL 33316
US

Tel: (800) 683-5823 xt 233

Indigo energy

PETROLEUM PRODUCT SALE AGREEMENT

[Unbranded-Term-Rack]

This *Petroleum Product Sale Agreement* ("***Agreement***"), dated to be effective as of October 1, 2016 (the "***Effective Date***"), is entered into by and between PORT CONSOLIDATED, INC., a Florida Corporation ("***Buyer***"), and INDIGO ENERGY PARTNERS, LLC, a Georgia limited liability company ("***Seller***"). Each of Buyer and Seller is referred to herein individually as a "***Party***" and collectively, as the "***Parties***."

1. Term. The term of this Agreement (the "***Term***"), shall be from the Effective Date through September 30, 2017 (the "***Expiration Date***").

2. Purchase and Sale. Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, the product or products described on Exhibit A (collectively, the "***Products***", and each individually, a "***Product***"), in accordance with the terms and provisions of this Agreement. Seller's obligations under this Agreement are expressly conditioned upon Buyer satisfying Seller's credit and other financial requirements.

3. General Terms and Conditions. The general terms and conditions set forth on the attached Exhibit B are incorporated herein for all purposes.

4. Volume Requirements; Delivery Point. Exhibit A attached hereto and made a part hereof designates the monthly ratable volumes (the "***Monthly Volume***"), and total aggregate gallons (the "***Total Volume***") of each Product that Buyer has agreed to purchase under this Agreement, and further designates the location (each, a "***Delivery Point***") where each Product will be delivered FCA to Buyer. During each calendar month during the Term, Seller agrees to sell, and Buyer agrees to purchase, not less than **90%** and not more than **110%** of the Monthly Volume at each Delivery Point (the "***Volume Range***"), which shall be ratable on a daily and weekly basis, and Buyer will not be allowed to purchase from Seller, and Seller will not be required to sell to Buyer, more than **110%** of the ratable weekly portions of, or more than **110%** of the ratable daily portions of the Monthly Volume. The volume of Product purchased will be determined solely by the amount set forth on the net bill of lading generated at the Delivery Point. The Monthly Volume may be adjusted from time to time upon mutual agreement; provided, however, in such case a formal amendment to this Agreement is not necessary.

5. Price and Payment. Buyer agrees to pay Seller, at the prices specified therefor on Exhibit A (the " ***Price***"), for all Products purchased under this Agreement within ten (10) days after the date of the relevant bill of lading. Notwithstanding anything to the contrary contained herein, or contained in any other agreement between the Parties, Buyer shall pay to Seller on demand amounts equivalent to any and all (collectively, the "***Fees*** "): Taxes, duties, charges, and fees, and any and all increases thereon which are now or hereafter imposed, directly or indirectly, on, against, in respect of, or measured by the Products, or any material contained in the Products, or the inspection, production, manufacture, sale, purchase, storage, transportation, delivery, or other handling of the Products or material contained in the Products, or any feature thereof, or otherwise relating to this Agreement. Fees are not included in the Price and will be billed as a separate line item on each invoice.

6. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice.

7. Ratability. In addition to any other rights that Seller may have under this Agreement as a result of Buyer's failure to purchase Products within the Volume Range, if Buyer fails to purchase at least

90% of the Monthly Volume for a given Product at a given Delivery Point, at Seller's sole discretion, upon written notice to Buyer (the " ***Underlift Notice***"), Seller may reduce the Monthly Volume thereafter required to be sold and delivered by Seller to Buyer to the actual amount purchased by Buyer (the "***Adjusted Monthly Volume***"), which amount will be stated in the Underlift Notice.

8. Miscellaneous.

a. *Notices.* All notices required by, permitted by or otherwise related to this Agreement shall be in writing and sent by facsimile, overnight courier, hand, registered or certified mail, return receipt requested with all postage fully paid to the relevant Party at the address set forth below the signature block below. A Party may change or provide additional notice information to the other by giving notice in accordance with this section. A notice shall be deemed to have been received by a Party: (i) if delivered by hand or sent by overnight courier, on the day of delivery if a Business Day, or if not a Business Day, on the immediately following Business Day, (ii) if sent by registered or certified mail, return receipt requested, on the date of receipt, and (iii) if transmitted by facsimile, at the time of transmission with answer back confirmation of receipt.

b. *Counterparts; Facsimile* Signatures. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronically scanned transmittal (including via electronic mail in portable document format) is effective execution for all purposes under this Agreement.

[*signatures commence on following page*]

Buyer and Seller have executed this Agreement to be effective for all purposes as of the Effective Date.

BUYER:

PORT CONSOLIDATED, INC.

By:
Name: Donald R Carlton
Title: President

SELLER:

INDIGO ENERGY PARTNERS, LLC

By:
Name: David Mansfield
Title: Director of Sales

Notice to Buyer:
Port Consolidated, Inc.
Attn: Don Carlton
P.O. Box 350430
Fort Lauderdale, FL 33335-0430
Fax: (954) 527-1191

Notice to Seller:
Indigo Energy Partners, LLC
Attn: ~~Blake Shirley~~ David Mansfield
P.O. Box 2535
Gainesville, GA 30005
Fax: (678) 928-4925

[Signature Page to Petroleum Product Sale Agreement]

80055973.2

EXHIBIT A
TO
PETROLEUM PRODUCT SALE AGREEMENT

Certain Definitions:

PLATTS	= Platt's Oilgram Price Report.
Same Day	= Quote for the day of delivery, except for weekend or holiday days, for which the most recently published relevant quote will apply

Delivery Point	Product	Price Per Gallon	Month	Volume (in Gallons)
J015 – US10454#FPRT Evgds FL-MOT Depot	GN MV 2D (S-15 PPM)		OCT	1,050,000
			NOV	1,050,000
			DEC	1,050,000
			JAN	1,050,000
			FEB	1,050,000
			MAR	1,050,000
			APR	1,050,000
	GN NR 2D (S-15 PPM)-DYED		MAY	1,050,000
			JUN	1,050,000
			JUL	1,050,000
			AUG	1,050,000
			SEP	1,050,000
			Total	12,600,000

* Seller may increase these adders during the Term if and to the extent that Seller's actual secondary costs increase after the Effective Date, but must give Buyer at least 30 days' notice of any changes before they become effective.

[End of Exhibit A]

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr.English:

Per the terms of the RFP, the following is a brief description of the obligations of the Co-op participants.

1. All Participants' storage tanks must be registered accordingly with all local code enforcement agencies.
2. Participating agencies can order fuel Monday through Friday from 7:30 AM to 5:00 PM.
3. Orders will be accepted via phone, fax, or e-mail. Automatic deliveries and/or weekly top-offs are recommended for tankwagon deliveries.
4. Orders in by 3 PM are guaranteed next day service.
5. Port Consolidated expects Co-op participates to pay within the defined terms of the agreement. Failure to do so may result in refusal of service.
6. Port Consolidated does not have volume purchase requirements for participating agencies. However, if an agency does not purchase product on a regular basis, we cannot guarantee supply during an emergency situation.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
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Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our Contingency Plan of Action.

1. Port Consolidated has contracted with 3 different suppliers in Port Everglades for approximately 4 million gallons per month of diesel and 825K gallons per month of gasoline.
2. Port Consolidated has contracted with 2 different suppliers in the Port of Tampa and Orlando for approximately 2.25 million gallons per month of diesel and 375K gallons per month of gasoline.
3. Port Consolidated also has active accounts in Port Everglades with 7 other suppliers.
4. Port Consolidated operates 13 different petroleum storage facilities in Florida that can hold up to 3 million gallons of product.
5. Port Consolidated has more rolling assets than any supplier in the State of Florida. We have the ability to shift those assets from one market to another depending on where the emergency needs arise.
6. Port Consolidated fills any/all petroleum storage available throughout its network prior to any named storm. This storage capacity will allow us continuous operation while the other terminals are not releasing product.
7. Port Consolidated operates 9 offices throughout the State of Florida. We have computer servers stored at a hurricane proof facility in Dade County. Our office can function from any one of our 9 offices throughout the State.
8. Port Consolidated has 6 satellite phones to utilize during times of crisis when AT&T is not operating.
9. Port Consolidated has a fleet of mobile generators in stock to position at any of our locations that may experience a power outage.

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Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

10. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
11. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 11 simple steps should allow us to function properly throughout a time of crisis.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-13-17, Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

RFP E-13-17
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated *monthly* usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99,"Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily ***OPIS*** price published in the "OPIS Contract Benchmark File" as described herein ***for the date of delivery of product*** to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	$ (+) 0.019	$ (+) 0.089
2	Diesel Fuel #2 Ultra Low Sulfur	$ (+) 0.019	$ (+) 0.089
3	Lump Sum Additional Delivery Charge for Deliveries beyond 30 mile radius of Port Everglades only.	$ .00 /each	$ .00 /each

* Calculate differential proposed to fourth decimal point.Differential proposed to remain firm during initial contract period and any renewal period.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The differential proposed for Unleaded Gasoline and Diesel Fuel or any additional fuel products shall not change during the initial term of the contract or any renewal periods. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane

3	Ultra Low Sulfur #2 Red Dye Diesel
4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol

3. TAXES:

3.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

3.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

4. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

4.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

4.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment. No other charges shall be added.

4.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.

4.4 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

5. INVOICING

5.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published ***OPIS*** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

6. ORDERING & PAYMENT:

6.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

6.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

6.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

6.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

6.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

7. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency

- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

8. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

8.1 LEGAL REQUIREMENTS:

A. Compliance with Laws and Codes: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. Independent Contractor Relationship: The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. Certifications, Licenses and Permits: Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

9. DELIVERY/RESPONSE TIME:

A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled

product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

10. SPILLAGE:

A. The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary

to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, please see below quote for Additional Fuel Products:

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.149	+0.349
4	Biodiesel Fuel B5	+0.049	+0.149
5	Biodiesel Fuel B20	+0.049	+0.149
6	E85 Fuel Ethanol	.10 under 87E10	.10 under 87E10
7	Biodiesel Fuel B5	.01 under ULSD	.01 under ULSD
8	Biodiesel Fuel B10	.015 under ULSD	.015 under ULSD
9	Biodiesel Fuel B20	.02 under ULSD	.02 under ULSD
10	Premium UNL 93 Octane E-10	+0.099	+0.199

We will utilize the same OPIS Unbranded Rack Index as outlined in Section 2 of the RFP, "Pricing Methodology".

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Please be advised. For those municipalities that wish to haul their own product, Port will deduct $0.01 per gallon from the standard delivered transport offering.

Port Consolidated also has the ability to arrange for "Fixed Price" fuel contracts. These programs will allow municipalities to budget their fuel costs without having to combat day to day market volatility.

Please see the attached "Fixed Price" Supply Agreement. Pricing or quotes for such programs change by the minute. We would prefer to quote accordingly if and when the need arises.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Port Consolidated
3141 SE 14th Ave.
Fort Lauderdale, FL 33335

Exhibit A

Petroleum Product
Sales/Purchase Agreement

SUBJECT TO THE TERMS AND CONDITIONS OF THIS SALES/PURCHASE AGREEMENT, BUYER AGREES TO PURCHASE AND SELLER AGREES TO SELL AND DELIVER THE FOLLOWING PRODUCT(S) AT THE PRICE(S) AND IN THE QUANTITIES (TO BE PULLED RATABLY THROUGHOUT THE DELIVERY PERIOD) AS SET FORTH IN THIS AGREEMENT.

ACCEPTED AND AGREED TO ON

Buyer:	**Seller: PORT CONSOLIDATED**
Attn:	Attn: JOSEPH R. SISKA
Title:	Title: CFO / TREASURE
Phone:	Phone: 954-522-1182 x233
Fax:	Fax: 954-527-1191
By: _____	By: _____
Print Name:	Print Name: Donald Carlton, Jr.
Title: Owner	Title: President

1. F.O.B. Delivery Point(s)	Monthly Gallons	Product

2. Payment Terms: Payment Net 15 Days from date of bill of lading. All payments shall be made in US Dollars. Volume shall be determined solely by the terminal net bill of lading or certified meter reading.

3. Term: The Term of this Agreement shall be for a period of _____ months, beginning on _____ and ending on _____ .

4. Price:

5. Credit: Upon request Buyer will promptly furnish to Seller financial statements, references from banks and trade organizations and any other information requested by Seller. Buyer represents and warrants that all financial statements or similar documents provided by Buyer to Seller (previously or hereafter) (i) do or will fairly present in all material respects Buyer's financial condition as of the date of such documents; (ii) have been prepared in accordance with U.S. generally accepted accounting principles and (iii) if audited, have been certified without reservation by a firm of independent public accountants. Seller shall determine a credit limit ("Credit Limit") for Buyer. Buyer agrees that it shall not contract for Product(s) in excess of its Credit Limit. Buyer shall have the right to contract for amounts reflecting the difference between the Credit Limit and any amounts due and owing to Seller. Seller in its discretion may require Buyer to make a good faith deposit at initiation of this Agreement to secure Buyer's performance. [Alternative: Seller in its discretion may require Buyer to make several deposits on demand during the Term of the Agreement to secure Buyer's performance.] Such deposit(s) will constitute credit against future delivery and may be applied against one or more invoices (exclusive of taxes) in Seller's discretion. Seller has the right to use any deposit(s) to set off against any obligations of this Agreement in the event Buyer defaults, becomes insolvent or files for bankruptcy.

6. Taxes/Fees: Buyer acknowledges that taxes and fees are not included in the price set forth above, shall be billed as a separate line item and are subject to change from time to time without notice. Buyer further acknowledges that it is responsible for paying on demand any and all (a) costs and expenses for transportation from the designated supply point(s) set forth herein and (b) taxes, duties, charges, assessments and fees (including without limitation superfund and environmental fees) imposed, directly or indirectly, now or hereafter on, against, in respect of, or measured by the Product(s), or any material contained in the Product(s), or related to inspection, production, manufacture, sale, use, purchase, storage, transportation, delivery, or

other handling of the Product(s) or material contained in the Product(s), or any feature thereof, or otherwise relating to this Agreement. The parties specifically agree that the preceding sentence shall apply regardless of any other term or condition contained herein or any other agreement between the parties. Should Buyer claim exemption from any taxes, Seller is under no obligation to verify such status and Buyer shall indemnify Seller pursuant to Paragraph 15 in the event Buyer is or was not exempt from such taxes.

7. Specification: Per Seller specifications.

8. Quantity/Volume: Buyer shall purchase 100% of Monthly Gallons per each Delivery Point. Buyer is required to lift Product(s) ratably on a weekly basis at all Delivery Points.

9. Ratable Usage: During each calendar month of this Agreement, Buyer is required to lift each Product on a ratable basis by the week at any or all of the delivery points. The weekly ratable volume for each Product by delivery point is 7/30 of the maximum monthly volume (defined as one twelfth of Purchaser's yearly commitment or otherwise computed on a pro rata basis based on the number of months of this Agreement) specified for each delivery point.

10. Default and Remedies: For the purposes of this Agreement, Buyer's default includes (a) the making of any false or misleading representation in this Agreement and (b) the failure to observe or comply with any provision or covenant in this Agreement. In the event of Buyer's default, Seller may seek all legal and equitable remedies, including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code. Seller may also seek its attorneys' fees, costs and expenses incurred in connection with Buyer's default. In addition, in the event that any invoice is not paid when due or Buyer takes delivery in violation of Buyer's Credit Limit, Seller may at its option (i) suspend or condition further deliveries or (ii) terminate this Agreement, without notice or demand, and all unpaid balances shall be immediately due and payable. In the event Buyer fails to take delivery of any portion of any Product(s) during the Term, including non-delivery as a result of Buyer's default, Buyer agrees to pay Seller immediately Seller's lost profits on the undelivered quantity of Product(s). All amounts not paid when due shall bear interest at __% per annum and shall be payable with all costs of collection, including, without limitation, Seller's attorneys fees, costs and expenses. Upon the occurrence of any default, Seller may set off against the indebtedness of any amounts owing by Seller to Buyer, whether or not those amounts are immediately payable. Seller shall have the right to require the Buyer to take possession of the Product with or without demand and with or without process of law and the right to sell or dispose of the Product.

11. Notices: Any notice, request or other communication required or permitted by or pertaining to this Agreement ("Notices") shall be in writing and issued to the addresses as listed above. Notices shall be delivered by (a) by a nationally recognized courier or messenger service with confirmed delivery, (b) personal service or (c) first class mail prepaid. Notice using the methods set forth in (a) or (b) shall be deemed effective if delivered between 9AM (EST) and 5PM (EST) ("Business Hours") on a day on which commercial banks are open for business ("Business Day"); any notices delivered after Business Hours or on a non-Business Day shall be deemed delivered as of 9AM (EST) on the first succeeding Business Day. Notices by first class prepaid mail shall be deemed received 5 calendar days after mailing. Refusal by a party to accept notice shall not affect its validity.

12. Allocation: Seller, in its sole discretion, may decide to allocate or limit quantities of Product(s) available for sale. In such instance, Seller shall exercise reasonable efforts to provide all of its buyers with allocations of Product(s) reflecting amounts purchased previously on a regular basis prior to allocating any Product(s) to non guaranteed quantity purchase customers and/or new customers.

13. Over Lifting: For purchases of Product(s) exceeding the amounts set forth in Section 1 above, the Buyer shall be charged in accordance with current Port Consolidated delivered prices.

14. Non-Reliance: Buyer represents that is entering into this Agreement as a principal (rather than as agent of any person or entity) and has made its own independent decisions to enter into this Agreement. Buyer is not relying on any communication (written or oral) of Seller as a recommendation to enter into this Agreement. Buyer is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

15. Warranties: Seller warrants that Product(s) delivered to Buyer will conform to the description(s) set forth on page 1 of this Agreement. This is Seller's sole warranty. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCT(S) PURCHASED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SPECIFICALLY EXCLUDED.**

16. LIMITATION OF LIABILITY: SELLER DISCLAIMS AND BUYER HOLDS SELLER HARMLESS FROM AND AGAINST ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OF LIABILITY ARISING FROM USE OF THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Seller shall not be liable for damages, whether arising from performance of Seller's obligations under this Agreement, tort (negligence), or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all liability, losses, damages, costs, claims, lawsuits, judgments, settlements and expenses, including without limitation, reasonable attorneys fees, costs and expenses arising or related to this Agreement or Seller's performance under this Agreement. Buyer assumes all risk and liability for and shall indemnify and hold Seller harmless from and against any and all loss, damage or injury to persons or property (whether to Buyer or third parties) arising out of the ownership, use, custody, control or disposition of the Product(s) by Buyer, its agents and employees or by any third parties.

17. Risk of Loss and Title: Identification of the Product(s) shall occur the Agreement is effective. Risk of loss passes to Buyer on identification. Title of the Product(s) shall pass to Buyer on physical possession.

18. Defects: Buyer shall within 2 days advise Seller of any alleged defect or failure to conform with specifications. If the parties agree that the Seller is responsible, at Seller's option (a) the defective Product(s) shall be returned at Buyer's expense, properly safeguarded against normal transit

risks as required by Seller, for replacement by Seller or (b) the parties shall negotiate a mutually acceptable amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Buyer's failure to notify Seller of any alleged defect or failure to meet specification within 2 days shall constitute a complete waiver of any claim with respect to defects or failure to conform and Buyer's release and covenant not to sue Seller with respect to any such claim.

19. Acceptance: Buyer's acceptance of delivery of Product(s) shall constitute irrefutable evidence of its agreement to the terms and conditions set forth herein.

20. Responsibility to Warn and Report: Buyer assumes all responsibility for (a) warning and protecting its personnel and any third parties of all hazards to persons and property related to the Product(s) and (b) complying with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 USC Sections 11001-11049 resulting from the presence of chemicals under this Agreement.

21. Applicable Law/Forum/Jury Waiver: This Agreement is governed by and shall be construed under the laws of the State of Florida without reference to conflicts of laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings") each Party irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court located in Broward County; (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, (c) waives any claim that such Proceedings have been brought in an inconvenient forum and (d) further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. INSOFAR AS PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT. The prevailing party in any litigation between the parties shall be entitled to recover reasonable costs including external attorneys fees.

22. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature, No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

23. Assignment: Neither Party shall assign this Agreement without the consent of the other Party hereto. Any such attempt to assign this Agreement shall be null and void. Nothing herein shall confer or is intended to confer on any person or entity which is not a party to this Agreement any rights or benefits under this Agreement.

24. Amendment: This Agreement shall not be modified or amended, except by written instrument duly executed by officers or other duly authorized representatives of the respective Parties. Notwithstanding the foregoing, Buyer agrees that Seller may modify the terms of this Agreement at any time to comply with changes in applicable law. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meanings of these terms and conditions. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Buyer's purchase order, confirmation, acknowledgement form or other document issued by the Buyer that conflict with this Agreement or increase Seller's obligations are rejected and shall not be binding on Seller unless expressly accepted by Seller in writing.

25. Severability: Any provision hereof which is legally unenforceable shall be ineffective only to the extent of such unenforceability without thereby invalidating the remaining provisions hereof or affecting the validity of enforceability of this Agreement as a whole.

26. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

27. Force Majeure: In no event shall the Seller be held liable (a) for indirect, consequential, punitive, or multiple damages or (b) for any loss of any kind caused, directly or indirectly, by federal, state or local law, order or regulation, government restrictions, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, or other conditions beyond its reasonable control

28. Insurance: Buyer shall carry and maintain comprehensive general public liability insurance, including contractual liability, bodily injury and property damage, workmen's compensation, and employer's liability insurance throughout the Term of the Agreement and any extension of this Agreement.

29. Recording: Each party may, in its commercially reasonable discretion, record, on tape or otherwise, any telephone conversation between the parties and involving their respective officers, agents and employees, and each party hereby agrees and consents thereto.

30. Time is of the Essence: Time is of the Essence in this Agreement. Failure to meet a deadline shall be a breach.

31. Headings: Headings in this Agreement are for convenience only and should not be used for interpretive purposes.

32. Authority to Sign: Each party executing this Agreement is duly authorized to do so and all entity action necessary for the making of this Agreement has been duly taken.

pompano beach
Florida's Warmest Welcome

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

December 22, 2016

ADDENDUM #1, BID E-13-17

Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group

To Whom It May Concern,

Please review the following question and the City's answer.

Q1: I wanted to confirm the volume on the bid as it seems to be a sizable difference from last year. Last year's volume: 21,434,744 gallons. This year's volume: 3,621,580 gallons. I wanted to make sure we recorded the correct gallons in our system and communicated it to our bid team.

A1: The aggregate fuel capacity of the Southeast Florida Governmental Purchasing Cooperative Group, which is shown in Attachment B, represents only one fill-up of all the tanks owned by each participating Co-op member. Attachment D "Co-op volume report Jan-Dec 2015" may be more useful for annual volume projections, as it records a full year's history of multiple deliveries.

Q2: [We] would like to prepare a proposal for the above referenced bid. However, I would like to know if we have to bid on all sites, or can we bid on just the tanker sites?

A2: This is an "all or nothing" solicitation. The successful proposer will be expected to provide diesel AND unleaded gasoline to all participating Co-op agencies.

Q3: Please provide a copy of the prior bid tabulations, invoice and bill of ladings for our records for each location with a tank capacity of 5,000 or more.

A3: The previous contract, Attachment C Coral Springs Contract 14-A-035 RFP has been added to the attachments tab. As the successful proposer will bill, deliver to, and enter into separate contracts with approximately 40 participating Co-op agencies, there is no single source for the invoices and bills of lading for each of these agencies.

Q4: What are the volumes for this bid, either by agency or total? I need to be able to judge the commitments that need to be made and realistic projections of what products will be needed and in what quantity.

A4: Attachment D "Co-op volume report Jan-Dec 2015" has been added to the attachments tab.

Q5: What agencies may use their own trucks and what volumes would they require?

A5: Presently, the City of Boca Raton uses their own trucks. Attachment D "Co-op volume report Jan-Dec 2015" contains a record of their volume.

Attachments C and D have been added to the attachments tab of the electronic solicitation. Addendum #1 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions is **5:00 p.m. (local) December 28, 2016**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), January 4, 2017.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

Don Carlton
Pont Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Confirmed Cardlock Locations and Pricing

Dear Mr. English:

Please be advised. Port Consolidated has six locations throughout the South Florida where customers can fuel their vehicles directly from our automated fueling stations. They are as follows:

- 11550 NW 36th Ave., Miami, FL 33167 – Diesel and Gasoline -Mon. through Fri., 7 AM – 5 PM
- 3141 SE 14th, Ave., Ft. Lauderdale, FL 33316 – Diesel and Gasoline 24/7
- 2301 NW 15th Ave., Pompano, FL 33069 – Diesel and Gasoline 24/7
- 1126 Hammondville Rd., Pompano, FL 33039 – Diesel Mon. through Fri., 7 AM – 5 PM
- 1782 Skees Rd., West Palm Beach, FL 33411 – Diesel and Gasoline 24/7
- 6951 Garden Rd., Riviera Beach, FL 33404 – Diesel and Gasoline 24/7

Pricing for the above facilities will be the same as our confirmed delivered tankwagon pricing. I will send out Cardlock set-up/activation forms with additional information to the Co-op at a later date.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Exhibit C

Rate Schedule

Prices are F.O.B. delivered as a differential from the applicable OPIS price published in the "OPIS Contract Benchmark File" as described herein for the date of delivery of product to the City, and Participating Agencies, and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. The differential shall remain firm during the initial contract period and any renewal period unless agreed to in writing by both parties. The below pricing also includes the alternate fuels listed in RFP E-13-17.

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.007	0.089
2	Diesel Fuel	0.007	0.089

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	3900012
ULTRA LOW SULFUR DSL FUEL	11,385,089	13,937,291	14,391,968	9,147,096	48,861,444
GASOHOL 87 ETHANOL 10%	8,472,479	8,283,396	8,710,573	6,918,744	32,385,192
DYED ULTRA LOW SULFUR DSL FUEL	575,450	483,811	508,899	556,235	2,124,394
UNLEADED GAS 90 OCTANE	513,615	580,532	306,483	176,844	1,577,473
GASOHOL 89 ETHANOL 10%	266,708	311,931	232,981	144,394	956,014
GASOHOL 93 ETHANOL 10%	3,794	2,868	271,887	363,176	641,724
Grand Total	**21,217,135**	**23,599,829**	**24,422,791**	**17,306,488**	**86,546,243**

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
BROWARD CNTY BOARD OF NEF	**3,806,413**	**6,512,712**	**7,064,306**	**5,052,602**	**22,436,032**
ULTRA LOW SULFUR DSL FUEL	3,024,297	5,355,427	5,732,415	4,012,913	18,125,052
GASOHOL 87 ETHANOL 10%	714,565	1,045,463	1,217,936	922,048	3,900,012
DYED ULTRA LOW SULFUR DSL FUEL	67,551	111,822	113,955	117,641	410,969
SBBC VEHICLE MAINTEN. DPT NEF	**2,947,271**	**2,975,994**	**2,900,040**	**1,219,849**	**10,043,155**
ULTRA LOW SULFUR DSL FUEL	2,547,021	2,562,038	2,482,911	901,114	8,493,084
GASOHOL 87 ETHANOL 10%	400,250	413,734	417,088	318,735	1,549,807
DYED ULTRA LOW SULFUR DSL FUEL		222	41		264
SCHOOL DISTRICT PLM BCH CY NEF	**2,679,789**	**2,666,582**	**2,647,597**	**1,279,451**	**9,273,418**
ULTRA LOW SULFUR DSL FUEL	2,270,577	2,252,546	2,207,054	945,306	7,675,484
GASOHOL 87 ETHANOL 10%	409,212	414,035	440,543	334,145	1,597,935
CITY OF MIAMI NEF	**1,438,960**	**1,488,426**	**1,604,534**	**1,344,769**	**5,876,689**
ULTRA LOW SULFUR DSL FUEL	1,045,511	1,069,244	1,124,823	1,024,074	4,263,652
GASOHOL 87 ETHANOL 10%	369,283	391,488	445,399	289,788	1,495,958
UNLEADED GAS 90 OCTANE	21,900	26,481	33,478	30,907	112,766
DYED ULTRA LOW SULFUR DSL FUEL	2,266	1,213	834		4,313
CITY OF FORT LAUDERDALE NEF	**1,467,294**	**1,395,904**	**1,527,916**	**1,235,388**	**5,626,502**
GASOHOL 87 ETHANOL 10%	962,356	943,524	1,059,548	867,250	3,832,677
ULTRA LOW SULFUR DSL FUEL	466,514	413,053	431,639	341,164	1,652,370
DYED ULTRA LOW SULFUR DSL FUEL	38,424	39,327	36,729	26,974	141,454
BROWARD SHERIFF'S OFFICE NEF	**2,237,365**	**1,157,046**	**986,731**	**871,431**	**5,252,573**
GASOHOL 87 ETHANOL 10%	1,897,819	872,480	714,221	636,439	4,120,959
ULTRA LOW SULFUR DSL FUEL	318,561	271,318	263,442	222,572	1,075,893
DYED ULTRA LOW SULFUR DSL FUEL	17,042	9,137	6,221	9,835	42,235
GASOHOL 93 ETHANOL 10%	3,794	2,868	2,847	2,571	12,079
UNLEADED GAS 90 OCTANE	149	1,243		15	1,407
CITY OF WEST PALM BEACH NEF	**30,244**	**846,570**	**749,365**	**701,308**	**2,327,487**
ULTRA LOW SULFUR DSL FUEL	15,291	417,474	438,392	355,504	1,226,661
GASOHOL 87 ETHANOL 10%	9,358	427,291	242,711	198,499	877,859
DYED ULTRA LOW SULFUR DSL FUEL	4,754	863	66,877	146,647	219,140
UNLEADED GAS 90 OCTANE	841	943	1,386	658	3,827
CITY OF PEMBROKE PINES NEF	**558,172**	**546,249**	**595,406**	**464,258**	**2,164,085**
UNLEADED GAS 90 OCTANE	361,646	388,946	139,105		889,697
GASOHOL 93 ETHANOL 10%			269,040	360,605	629,645
ULTRA LOW SULFUR DSL FUEL	179,382	146,805	154,804	85,591	566,581
DYED ULTRA LOW SULFUR DSL FUEL	17,144	10,499	7,457	18,062	53,161
GASOHOL 89 ETHANOL 10%			25,001		25,001
CITY OF SUNRISE NEF	**551,681**	**503,857**	**541,200**	**453,892**	**2,050,630**
GASOHOL 87 ETHANOL 10%	371,240	376,713	393,942	338,583	1,480,477
ULTRA LOW SULFUR DSL FUEL	165,702	123,229	142,354	110,043	541,327
DYED ULTRA LOW SULFUR DSL FUEL	14,740	3,916	4,904	5,266	28,826
CITY OF MIRAMAR NEF	**513,650**	**518,984**	**541,433**	**409,875**	**1,983,942**
GASOHOL 87 ETHANOL 10%	398,618	398,783	428,912	331,274	1,557,587
ULTRA LOW SULFUR DSL FUEL	79,311	75,793	73,291	59,813	288,207
DYED ULTRA LOW SULFUR DSL FUEL	35,721	44,408	39,230	18,788	138,147
CITY OF HOLLYWOOD NEF	**462,625**	**550,598**	**466,799**	**482,897**	**1,962,919**
GASOHOL 87 ETHANOL 10%	177,703	254,827	161,323	149,926	743,777

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
UNLEADED GAS 90 OCTANE	94,121	123,220	114,348	133,664	465,353
ULTRA LOW SULFUR DSL FUEL	102,009	101,354	112,489	104,701	420,553
DYED ULTRA LOW SULFUR DSL FUEL	88,792	71,198	78,640	94,606	333,236
TOWN OF DAVIE NEF	**439,301**	**425,160**	**475,949**	**368,504**	**1,708,915**
GASOHOL 87 ETHANOL 10%	354,435	341,063	385,537	296,910	1,377,945
ULTRA LOW SULFUR DSL FUEL	75,743	68,885	86,379	71,594	302,600
DYED ULTRA LOW SULFUR DSL FUEL	9,124	15,213	4,034		28,370
CITY OF PLANTATION - FUEL NEF	**418,078**	**405,527**	**449,572**	**381,688**	**1,654,863**
GASOHOL 87 ETHANOL 10%	319,697	325,469	357,372	294,845	1,297,382
ULTRA LOW SULFUR DSL FUEL	60,544	55,925	67,764	62,361	246,594
DYED ULTRA LOW SULFUR DSL FUEL	37,837	24,133	24,435	24,482	110,887
CITY OF CORAL SPRINGS NEF	**389,609**	**392,626**	**448,075**	**347,058**	**1,577,367**
GASOHOL 87 ETHANOL 10%	291,394	293,479	353,963	261,026	1,199,862
ULTRA LOW SULFUR DSL FUEL	98,215	95,253	93,711	84,101	371,280
DYED ULTRA LOW SULFUR DSL FUEL		3,893	401	1,931	6,226
CITY OF POMPANO BEACH NEF	**307,487**	**380,899**	**335,851**	**253,368**	**1,277,604**
ULTRA LOW SULFUR DSL FUEL	176,044	182,869	171,975	126,229	657,117
GASOHOL 87 ETHANOL 10%	114,443	187,239	157,875	117,639	577,196
DYED ULTRA LOW SULFUR DSL FUEL	17,000	10,791	6,001	9,500	43,291
CITY OF RIVIERA BEACH - NEF	**264,423**	**291,609**	**347,569**	**290,404**	**1,194,006**
GASOHOL 89 ETHANOL 10%	187,940	227,578	114,085	62,142	591,745
GASOHOL 87 ETHANOL 10%	17,339	358	155,093	148,668	321,457
ULTRA LOW SULFUR DSL FUEL	59,144	59,095	69,616	77,821	265,676
DYED ULTRA LOW SULFUR DSL FUEL		4,578	8,612	1,737	14,928
UNLEADED GAS 90 OCTANE			163	36	199
CITY OF LAUDERHILL NEF	**283,599**	**275,068**	**312,782**	**260,742**	**1,132,191**
GASOHOL 87 ETHANOL 10%	219,578	213,532	245,592	209,771	888,473
ULTRA LOW SULFUR DSL FUEL	59,231	52,054	61,272	50,271	222,828
DYED ULTRA LOW SULFUR DSL FUEL	4,790	9,482	5,917	701	20,890
CITY OF MARGATE NEF	**253,221**	**248,000**	**288,792**	**218,768**	**1,008,782**
GASOHOL 87 ETHANOL 10%	193,671	196,474	232,472	170,862	793,479
ULTRA LOW SULFUR DSL FUEL	50,403	43,629	48,194	32,731	174,957
DYED ULTRA LOW SULFUR DSL FUEL	9,147	7,897	8,126	15,175	40,345
CITY OF NORTH MIAMI NEF	**223,795**	**260,186**	**271,724**	**226,132**	**981,837**
GASOHOL 87 ETHANOL 10%	184,046	214,910	221,533	185,524	806,013
ULTRA LOW SULFUR DSL FUEL	38,575	42,550	47,494	38,607	167,226
DYED ULTRA LOW SULFUR DSL FUEL	1,174	2,726	2,697	2,002	8,598
CITY OF NORTH MIAMI BEACH NEF	**263,755**	**249,049**	**258,383**	**192,284**	**963,471**
GASOHOL 87 ETHANOL 10%	220,080	219,951	224,062	177,169	841,262
ULTRA LOW SULFUR DSL FUEL	24,695	14,602	14,756	12,348	66,401
DYED ULTRA LOW SULFUR DSL FUEL	18,980	14,497	19,565	2,766	55,808
CITY OF HALLANDALE BEACH NEF	**264,669**	**228,760**	**239,017**	**208,940**	**941,387**
GASOHOL 87 ETHANOL 10%	194,478	174,614	168,163	139,418	676,673
ULTRA LOW SULFUR DSL FUEL	61,329	52,415	68,788	69,522	252,054
DYED ULTRA LOW SULFUR DSL FUEL	8,863	1,731	2,067		12,660
CITY OF DEERFIELD BEACH NEF	**243,382**	**240,706**	**220,744**	**163,664**	**868,496**
ULTRA LOW SULFUR DSL FUEL	155,138	154,403	125,117	88,664	523,322
GASOHOL 87 ETHANOL 10%	76,735	80,303	92,755	72,559	322,352

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
DYED ULTRA LOW SULFUR DSL FUEL	11,509	6,000	2,872	2,441	22,822
CITY OF COCONUT CREEK NEF	**196,722**	**203,364**	**226,531**	**181,651**	**808,268**
GASOHOL 87 ETHANOL 10%	146,921	151,940	172,612	144,559	616,032
ULTRA LOW SULFUR DSL FUEL	49,801	51,424	53,919	37,092	192,236
CITY OF BOCA RATON NEF	**214,535**	**160,265**	**179,900**	**136,695**	**691,396**
ULTRA LOW SULFUR DSL FUEL	59,158	60,908	80,088	58,930	259,084
GASOHOL 87 ETHANOL 10%	49,980	56,226	64,002	51,260	221,467
DYED ULTRA LOW SULFUR DSL FUEL	105,397	43,132	35,811	26,505	210,845
CITY OF TAMARAC NEF	**160,052**	**159,595**	**176,814**	**137,072**	**633,533**
GASOHOL 87 ETHANOL 10%	93,789	95,449	105,685	82,870	377,793
ULTRA LOW SULFUR DSL FUEL	61,963	60,143	68,825	49,215	240,147
DYED ULTRA LOW SULFUR DSL FUEL	4,300	4,003	2,304	4,987	15,593
CITY OF WESTON NEF	**159,701**	**76,151**	**76,452**	**48,508**	**360,812**
GASOHOL 87 ETHANOL 10%	135,283	50,887	46,688	31,505	264,363
ULTRA LOW SULFUR DSL FUEL	22,646	25,264	28,764	17,003	93,677
DYED ULTRA LOW SULFUR DSL FUEL	1,664		1,000		2,664
UNLEADED GAS 90 OCTANE	108				108
TOWN OF PALM BEACH NEF	**90,814**	**78,263**	**95,935**	**83,360**	**348,372**
GASOHOL 87 ETHANOL 10%	62,301	57,693	73,294	64,390	257,678
ULTRA LOW SULFUR DSL FUEL	16,028	16,170	21,442	14,593	68,234
DYED ULTRA LOW SULFUR DSL FUEL	12,484	4,401	1,198	4,377	22,460
VILLAGE OF PALM SPRINGS NEF	**77,153**	**77,825**	**92,250**	**80,770**	**327,998**
GASOHOL 89 ETHANOL 10%	66,889	67,203	80,612	72,200	286,904
DYED ULTRA LOW SULFUR DSL FUEL	10,264	10,622	11,638	8,570	41,093
VILLAGE OF NORTH PALM BCH -NEF	**84,680**	**80,409**	**89,565**	**39,842**	**294,496**
GASOHOL 87 ETHANOL 10%	47,119	43,005	52,680	10,467	153,271
ULTRA LOW SULFUR DSL FUEL	37,088	32,495	36,885	29,375	135,844
GASOHOL 89 ETHANOL 10%		4,909			4,909
DYED ULTRA LOW SULFUR DSL FUEL	473				473
CITY OF DANIA BEACH NEF	**49,919**	**48,415**	**53,273**	**45,563**	**197,169**
GASOHOL 87 ETHANOL 10%	16,984	20,304	28,632	29,174	95,093
ULTRA LOW SULFUR DSL FUEL	28,980	26,305	22,892	16,390	94,566
DYED ULTRA LOW SULFUR DSL FUEL	3,955	1,806	1,749		7,510
CITY OF GREENACRES NEF	**38,618**	**43,585**	**42,874**	**35,307**	**160,383**
ULTRA LOW SULFUR DSL FUEL	23,534	25,369	25,398	20,744	95,046
GASOHOL 87 ETHANOL 10%	15,083	18,215	17,476	14,563	65,337
CITY OF LIGHTHOUSE POINT NEF	**32,888**	**33,589**	**36,091**	**31,602**	**134,171**
GASOHOL 87 ETHANOL 10%	2,855		27,042	25,399	55,295
UNLEADED GAS 90 OCTANE	23,409	26,459	1,797		51,665
ULTRA LOW SULFUR DSL FUEL	6,625	7,130	7,152	6,203	27,110
DYED ULTRA LOW SULFUR DSL FUEL			100		100
SBBC PHYSICAL PLANT OP DPT NEF	**28,532**	**24,355**	**13,312**	**14,868**	**81,067**
DYED ULTRA LOW SULFUR DSL FUEL	24,571	20,405	8,899	11,821	65,695
GASOHOL 87 ETHANOL 10%	3,962	3,950	4,412	2,303	14,627
UNLEADED GAS 90 OCTANE				745	745
ULTRA LOW SULFUR DSL FUEL	0				0
CITY OF LAUDERDALE LAKES NEF	**20,423**	**17,689**	**20,818**	**13,506**	**72,436**
GASOHOL 89 ETHANOL 10%	11,879	12,241	13,282	10,052	47,455

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
ULTRA LOW SULFUR DSL FUEL	6,030	5,393	5,305	3,398	20,126
GASOHOL 87 ETHANOL 10%	1,903		2,010		3,914
DYED ULTRA LOW SULFUR DSL FUEL	557		123		680
UNLEADED GAS 90 OCTANE	53	55	97	55	261
CITY OF SUNNY ISLES BEACH		**16,730**	**21,893**	**16,152**	**54,775**
ULTRA LOW SULFUR DSL FUEL		16,730	21,893	14,829	53,452
DYED ULTRA LOW SULFUR DSL FUEL				1,323	1,323
TOWN OF HILLSBORO BEACH NEF	**11,739**	**13,294**	**16,156**	**10,864**	**52,053**
UNLEADED GAS 90 OCTANE	11,387	13,184	16,109	10,764	51,445
DYED ULTRA LOW SULFUR DSL FUEL	351	110	47	101	609
CITY OF COOPER CITY, FL NEF	**3,001**	**5,788**	**6,415**		**15,204**
DYED ULTRA LOW SULFUR DSL FUEL	3,001	5,788	6,415		15,204
BROWARD SHERIFF'S OFC - PU-NEF				**2,758**	**2,758**
ULTRA LOW SULFUR DSL FUEL				1,578	1,578
GASOHOL 87 ETHANOL 10%				1,180	1,180
SCHOOL DISTRICT- PALM BCH-NF	**1,911**				**1,911**
DYED ULTRA LOW SULFUR DSL FUEL	1,911				1,911
TOWN OF PEMBROKE PK- NEF	**1,666**				**1,666**
DYED ULTRA LOW SULFUR DSL FUEL	1,666				1,666
VILLAGE OF ROYAL PALM BCH-NEF			**727**	**700**	**1,427**
ULTRA LOW SULFUR DSL FUEL			727	700	1,427
Grand Total	**21,217,135**	**23,599,829**	**24,422,791**	**17,306,488**	**86,546,243**

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Attachment-E Applicable Fuel Taxes

GASOLINE (NO Ethanol)

DYED DIESEL & DYED BIO
Monroe (44)

ULTRA LOW DIESEL & BIO DIESEL
Alachua (01)
Bradford (04)
Broward (06)
Charlotte (08)
Citrus (09)
Clay (10)
Collier (11)
DeSoto (14)
Hardee (25)
Hernando (27)
Highlands (28)
Jefferson (33)
Lee (36)
Leon (37)
Madison (40)
Manatee (41)
Marion (42)
Martin (43)
Nassau (45)
Osceola (49)
Palm Beach (50)
Pasco (51)
Polk (53)
Putnam (54)
Santa Rosa (57)
Sarasota (58)

Baker (02)
Bay (03)
Columbia (12)
Flagler (18)
Gilchrist (21)
Glades (22)
Hillsborough (29)
Jackson (32)
Lake (35)
Liberty (39)
Pinellas (52)
Seminole (59)
Sumter (60)
Union (63)

(Minimum Local Option)
Brevard (05)
Dixie (15)
Duval (16)
Franklin (19)
Gadsden (20)
Hamilton (24)
Indian River (31)
Lafayette (34)

Holmes (30)
Calhoun (07)

DIESEL

DSL			St. Lucie (56) Suwannee (62) Volusia (64)	Escambia (17) Levy (38)	Miami/Dade (13) Okaloosa (46)	Hendry (26)	Wakulla (65) Walton (66) Washington (67)	Orange (48) St. Johns (55) Taylor (62)
	0.24300	FEDERAL EXCISE	0.18300	0.18300	0.18300	0.18300	0.18300	0.18300
	0.18500	STATE MOTOR FUEL	0.18625	0.18625	0.18625	0.18625	0.18625	0.18625
	0.15000	LOCAL OPTION	0.20000	0.19000	0.18000	0.17000	0.15000	0.14000
0.020714	0.020714	POLLUTION	0.020714	0.020714	0.020714	0.020714	0.020714	0.020714
0.003143	0.003143	L.U.S.T & FED OIL	0.003143	0.003143	0.003143	0.003143	0.003143	0.003143
+ Sales Tax								
0.023857	0.60186	TOTAL	0.59311	0.58311	0.57311	0.56311	0.54311	0.53311
	0.26686 FED GOV (st expt)		0.20686	0.20686	0.20686	0.20686	0.20686	0.20686
	0.35886 STATE GOV (fed expt)		0.41011	0.40011	0.39011	0.38011	0.36011	0.35011

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Attachment-E Applicable Fuel Taxes

ETHANOL (E10)

DYED DIESEL & DYED BIO

Monroe

ULTRA LOW DIESEL & BIO DIESEL

trus Clay Collier DeSoto Hardee Hernando Highlands Jefferson

Lee — Baker

Leon — Bay

Madison — Columbia

Manatee — Flagler

Marion — Gilchrist

Martin — Glades (Minimum Local Option)

Nassau — Hillsborough — Brevard

Holmes — Calhoun

Osceola — Jackson — Dixie

Palm Beach — Lake — Duval

Pasco — Liberty — Franklin

Polk — Pinellas — Gadsden

Putnam — Seminole — Hamilton

Sumter — Indian River

Sarasota — Union — Lafayette

DIESEL

DSL			St. Lucie Suwannee Volusia		Escambia Levy	Miami/Dade (13) Okaloosa	Hendry	Wakulla Walton Washington	Orange St. Johns Taylor
	0.24300	FEDERAL EXCISE	0.18300	0.18300	0.18300	0.18300	0.18300		0.18300
	0.18500	STATE MOTOR FUEL	0.18625	0.18625	0.18625	0.18625	0.18625		0.18625
	0.15000	LOCAL OPTION	0.20000	0.19000	0.18000	0.17000	0.15000		0.14000
0.020714	0.020714	POLLUTION	0.020714	0.020714	0.020714	0.020714	0.020714		0.020714
0.003143	0.003143	L.U.S.T & FED OIL	0.002930	0.002930	0.002930	0.002930	0.002930		0.002930
+ Sales Tax									
0.023857	0.60186	TOTAL	0.59289	0.58289	0.57289	0.56289	0.54289		0.53289
FED GOV (st expt)	0.20664		0.20664	0.20664	0.20664	0.20664	0.20664		
STATE GOV (fed expt)	0.40989		0.39989	0.38989	0.37989	0.35989	0.34989		

UEL TAXES

Effective 01/01/21

AV GAS	Aviation Use Only		Commercial Use (not in planes)		
FEDERAL	0.19300	FEDERAL	0.19300		
* STATE	0.04270				
POLLUTION	0.02071	POLLUTION	0.02071	LUST & FED OIL	0.00314
0.28500		0.21686	+Sales Tax (charge on the product + excise tax total $)	LUST & FED OIL	0.00314

KEROSENE / JET- Aviation Use Only — Commercial Use (not in planes)

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

Attachment-E Applicable Fuel Taxes

FEDERAL	0.24300	FEDERAL	0.24300	STATE	0.04270		
POLLUTION	0.02071	POLLUTION	0.02071	LUST & FED OIL	0.00314	LUST & FED OIL	0.00314
0.30956		0.26686	+Sales Tax (charge on the product + excise tax total $)				

Solvents	0.059	+ Sales Tax
Greases (LBS)	0.00313	+ Sales Tax
Lubes	0.025	+ Sales Tax
Leaded Race Fuel	0.023857	+ Sales Tax
Unleaded Race Fuel	See Gasoline taxes	

Attachment F - Sample Invoice Diesel and Unleaded Gasoline

PORT CONSOLIDATED
MIAMI . FORT LAUDERDALE .
WEST PALM . FORT PIERCE .
TAMPA . JACKSONVILLE
1.800.683.5823
MIAMI: (305)887-1288
FT LAUDERDALE: (954)522-1182

Kathryn McBride

REMIT TO
P.O. BOX 350430
FT LAUDERDALE, FL 33335-0430

FEIN: 59-1173292

Account Number: 101910 / 001
Invoice Number: 2929426
Invoice Date: 10/26/21

Amount Due: $ 21,031.40
Due Date: 11/10/21

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL 33061-1300

320198

Shipping Address:
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
POMPANO BEACH, FL 33060

COUNTY: BROWARD

kathryn.schindel@copbfl.com

PURCHASE ORDER: 310160
PO# REQUIRED

TERMS: NET 15 DAYS

Product	Product Description		Delivered Quantity	Unit Price	Extended Price
Driver: LUIS VILLEGAS	Vehicle Code: 5833	Loc: 101110/164	Salesperson: PORT HOUSE		
Order Number: 2929426			BOL Number: 194460		
913/01	ULTRA LOW SULFUR DSL FUEL/BULK GALLONS		6,914.0000	$2.68300	$18,550.26
	DFE FEDERAL EXCISE DIESEL			$0.24300	$0.00
	DMF STATE MOTOR FUEL DIESEL			$0.18500	$1,279.09
	LOCAL OPTION DSL BROWARD			$0.15000	$1,037.10
	POLLUTION DIESEL			$0.02071	$143.22
	L.U.S.T. DIESEL & FED OIL SPILL			$0.00314	$21.73
					$21,031.40

Item Note: TANK 1
DELIVERY BETWEEN 7AM - 2PM
Comment : THIS DIESEL FUEL DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE

There is a 1 1/2% service charge per month for unpaid amounts over 10 days past credit terms.It is agreed that in the event this bill must be turned over for collection, the cost of collection, attorneys fee and court costs will be paid for by the above named company or vessel and its owners.

Products Total:	$18,550.26
Shipping / Freight Total:	$0.00
Tax Total:	$2,481.14
Total Due:	**$21,031.40**

320198

Exhibit A - RFP E-03-22
06-14-22 TCM Backup
DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

SOLD TO / VESSEL

Acct 101910 / 001
CENTRAL GARAGE - TP
1100 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
KATIE 954-786-4109
POMPANO BEACH, FL 33060

954-786-4109 BROWARD
PORT HOUSE

BILLING ADDRESS:

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL
33061-1300

TANK 1
DELIVERY BETWEEN 7AM - 2PM

Product		
913/01	7,000	
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS		
Gallons	7000	GALLONS
Price		
Taxes		
Amount		
Driver: LWillegal	In: 12	Out: 1330
Truck #: 15032		
BOL#: 194486	Amt. Paid:	Ck#

METER #

ALT PHONE BRETT 954-786-4163

Customer Signature (Received above gallons)

10/26/21
Date Delivered

Order 2929426
10/26/2021

PORT Consolidated
1-800-683-5823
www.portconsolidated.com

NET 15 DAYS

310160
Site 002461
NA1993, DIESEL FUEL,
3, PGIII (ERG# 128)

THIS DIESEL FUEL DOES
NOT CONTAIN VISIBLE
EVIDENCE OF DYE

*SEE NOTES ON BACK

In Case of Emergency, Call PERS - (800)633-8300

920198

ORIGINAL COPY

TransMontaigne Partners LLC
Port Everglades, FL - South #: 0001385
2701 S E 14th Ave
Ft Lauderdale, FL 33316
BILL OF LADING

Order Number:
Order Date: 10/26/21
Folio Number: 10/018

BOL Number: 0194460
Load Start: 10/26/21 11:42
Load End: 10/26/21 12:03
Order Type: Rack
Loadspot Number: 04

Stockholder/Customer

0000000700
METROPLEX ENERGY INC
TMQ6390
PORT CONSOLIDATED, INC.

Retail or Petroex #
P.O.#:
Terminal EPA #: 04129B1069
Destination EPA #:

Account/Consignee
Account #: 0000063900

PORT CONSOLIDATED, INC.

County:
Consignee # 0009090002
PORT CONSOLIDATED/TERM DEAL/FL

VARIOUS, FL

RECEIVED BY
TM6180 PORT CONSOLIDATED INC
SCAC #: PCDD
Tractor #:
Trailer #: 9353
Trailer2 #:

DRIVER
Signature:

0000B653 LUIS EDUARDO VILLEGAS

This is to certify that the herein named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

DELIVERY INSTRUCTIONS:

BOL COMMENTS: ABOVE SUPPLIER IS RESPONSIBLE FOR DESTINATION STATE TAX ON MOTOR FUEL

********** EMERGENCY CONTACT: CHEMTREC (800) 424-9300 CCN22618 **********

PRODUCT TOTALS (Gallons)

PRODUCT	DESCRIPTION	GROSS	NET	TEMP	GRAV	TANK	MESSAGE NUMBER(S)
UL4342	#2 ULSD (15PPM)	7000	6914	86.2	38.6		2200,1798,1542
	TOTAL	7000	6914				

HZD MSG: NA1993, DIESEL FUEL, 3, PG III, 1 Cargo Tank,, SEE ERG GUIDE 128

MSG #	MESSAGE
2200	15ppm sulfur (Maximum) ULSD. Undyed Ultra-Low Sulfur Diesel fuel. For use in all diesel vehicles and engines."
1798	DIESEL MEETS OR EXCEEDS ALL APPLICABLE COMPLIANCE STANDARDS AS PER THE MOST CURRENT VERISION OF ASTM D975.
1542	UNDYED DIESEL FUEL / FEDERAL TAX IMPOSED. LOW SULFUR DIESEL FUEL SUPPLIED DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE.

PRODUCT BY COMPARTMENT

COMP	RISER	PRODUCT ID	PRODUCT NAME	GROSS	NET	TEMP	GRAV
01	43	UL4342	#2 ULSD (15PPM)	2500	2469	86.2	38.6
03	43	UL4342	#2 ULSD (15PPM)	1000	988	85.0	38.6
04	43	UL4342	#2 ULSD (15PPM)	1000	988	86.1	38.6
05	43	UL4342	#2 ULSD (15PPM)	2500	2469	86.3	38.6

SUBJECT TO CORRECTION OF CLERICAL ERRORS

CUSTOMER SIGNATURE: _____

COMMENTS:

Delivered on 10/26/21
3.041857101S3 per gallon
X 6914 =
21,031.40

320198

Invoice

PORT CONSOLIDATED
MIAMI . FORT LAUDERDALE .
WEST PALM . FORT PIERCE .
TAMPA . JACKSONVILLE
1.800.683.5823
MIAMI: (305)687-1266
FT LAUDERDALE: (954)522-1182

REMIT TO
P.O. BOX 350430
FT LAUDERDALE, FL 33335-0430

FEIN: 59-1173292

Account Number: 101910 / 001
Invoice Number: 2947194
Invoice Date: 11/18/21

Amount Due: $ 8,425.28
Due Date: 12/03/21

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL 33061-1300

Shipping Address:
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
POMPANO BEACH, FL 33060

COUNTY : BROWARD

kathryn.schindel@copbfl.com

PURCHASE ORDER : 310160
PO# REQUIRED

TERMS : NET 15 DAYS

Product	Product Description	Delivered Quantity	Unit Price	Extended Price
Driver: DEMETRIO VASQUEZ	Vehicle Code: 6644 Loc: 09/47A	Salesperson: PORT HOUSE		
Order Number: 2947194		BOL Number: 295085184		
E902/01	GASOHOL 87 ETHANOL 10%/ BULK GALLONS	2,963.0000	$2.43360	$7,210.76
	GFE FEDERAL EXCISE GAS TAX		$0.18300	$0.00
	GMF STATE MOTOR FUEL GAS TAX		$0.18625	$551.86
	POLLUTION GAS		$0.02071	$61.38
	LOCAL OPTION GAS BROWARD		$0.20000	$592.60
	L.U.S.T. E10 & FED OIL SPILL		$0.00293	$8.68
				$8,425.28

Item Note: FUEL IS FOR TANK # 3
REQUESTED DELIVERY HRS - 7AM - 2 PM

There is a 1 1/2% service charge per month for unpaid amounts over 10 days past credit terms.It is agreed that in the event this bill must be turned over for collection, the cost of collection, attorneys fee and court costs will be paid for by the above named company or vessel and its owners.

Products Total:	$7,210.76
Shipping / Freight Total:	$0.00
Tax Total:	$1,214.52
Total Due:	**$8,425.28**

SOLD TO / VESSEL
Acct 101910 / 001
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
KATIE 954-786-4109
POMPANO BEACH, FL 33060

954-786-4109 BROWARD
PORT HOUSE

BILLING ADDRESS:
CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL
33061-1300

FUEL IS FOR TANK # 3
REQUESTED DELIVERY HRS - 7AM - 2 PM

Product		
E902/01	~~8,000~~ 3002	GALLONS
GASOHOL 87 ETHANOL 10%/ BULK GALLONS		
Gallons	3002	
Price		
Taxes		
Amount		
Driver Demetrius	In Out	
Truck # 10166444/101		
BOL# 295085184	Amt Paid Ck#	METER #

ALT PHONE BRETT 954-786-4163

Customer Signature (Received above gallons)

11/18/21
Date Delivered

Order 2947194
11/18/2021

PORT Consolidated
1-800-683-5823
www.portconsolidated.com

NET 15 DAYS

310160
Site: 002461

UN1203, GASOLINE, 3,
PGII (ERG# 128)

*SEE NOTES ON BACK

ORIGINAL COPY

In Case of Emergency, Call PERS - (800)633-8253

LOADING TICKET / BILL OF LADING

COMPANY: **MPLX TERMINALS LLC**
ORIGIN: 909 SE 24TH ST FT LAUDERDALE, FL 33316
BOL NUMBER: 295085184 REV: 0 (018655)
START LOAD: 11/18/2021 05:20:16 END LOAD: 11/18/2021 05:30:50

COMPANY REGISTRATION NUMBER: 6396
FOLIO #: 20211114

SOLD TO / CUSTOMER / CONSIGNEE:
30212405 : PORT CONSOLIDATED INC- CT:PORTF20TS0001

CUSTOMER ACCOUNT #: 730212400352050
SUPPLIER : MPC WHOLESALE (CONTRACT)
SELLER : MARATHON PETROLEUM COMPANY LP

SHIP TO / DESTINATION:
30212405 : PORT CONSOLIDATED INC- CT:PORTF20TS0001
VARIOUS FL
UNKNOWN
FL

P.O. #:
REQUISITION: DEST: 99982

RECEIVED BY / CARRIER: 2698 : PORT CONSOLIDATED INC SCAC CODE : PCDD TRAILER : 101

WHERE THIS DOCUMENT CONSTITUTES A BILL OF LADING, AND AN EXCEPTION STATED IN 49 C.F.R. Â§172 204(B) IS NOT MET, THIS IS TO CERTIFY THAT THE BELOW - NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A LAWFUL CONTAINER FOR TRANSPORTATION OF THE LISTED COMMODITIES. CARRIER CERTIFIES THAT THE CARGO TANK WAS REASONABLY FREE OF EXCESSIVE RESIDUE OR OTHER CONTAMINATING MATERIALS WHEN PRESENTED FOR LOADING.

SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS

10103449 VASQUEZ, DEMETRIO (DV)	x	**:CARRIER'S AGENT (DRIVER)**

FOR ANY PRODUCT EMERGENCY, CONTACT CHEMTREC @ 1-800-424-9300. CNN#:13740

DOT SHIPPING NAME	GALLONS
UN1203,GASOLINE,3, PG II	3,002
TOTAL QUANTITY 1 CARGO TANK:	3,002

FINISHED PRODUCTS

COMP	PROD	DESCRIPTION	GROSS	NET	TEMP	GRAV	SEE NOTES BELOW
1	7841	87 OCTANE REGULAR W/10% ETHANOL	3,002	2,963	81.0	63.2	6,10,48
TOTALS:	7841	87 OCTANE REGULAR W/10% ETHANOL	3,002	2,963			

NOTES

6 DETERGENT-ADDITIZED GASOLINE.

10 WINTER CG. E10: CONTAINS BETWEEN 9 AND 10 VOL % ETHANOL.

48 THIS VOLUME OF NEAT OR BLENDED ETHANOL IS DESIGNATED AND INTENDED FOR USE AS TRANSPORTATION FUEL OR JET FUEL IN THE 48 U.S. CONTIGUOUS STATES AND HAWAII. ANY PERSON EXPORTING THIS FUEL IS SUBJECT TO THE REQUIREMENTS OF 40 CFR 80.1430.

- RECEIPT IS ACKNOWLEDGED OF THE ABOVE MERCHANDISE IN GOOD CONDITIONS AND IN THE QUANTITIES INDICATED.

	x	**:CUSTOMER / COSIGNEE**

Attachment G - Product and Account Gallon Report.xlsx

06-14-22 TCM Backup

GALS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	**1,886,589**	**1,720,163**	**1,793,381**	**1,917,010**	**2,182,004**	**1,748,559**	**1,902,883**	**2,301,567**	**1,689,303**	**2,134,654**	**1,603,197**	**1,698,242**	**22,577,553**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	1,156,648	1,107,494	1,113,795	1,190,933	1,374,522	928,781	1,101,576	1,307,141	1,059,442	1,352,299	956,674	1,057,579	13,706,884
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	686,788	559,715	638,489	661,600	722,728	731,158	731,516	850,696	544,965	727,766	581,265	578,782	8,015,467
DYED ULTRA LOW SULFUR DS/BULK GALLONS	24,013	22,100	26,027	27,807	60,391	52,012	32,676	83,537	32,249	17,668	32,268	38,023	448,770
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	17,671	30,233	13,839	35,869	23,333	16,316	34,320	52,484	23,983	6,997	32,394	23,233	310,670
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	401		500		398		501	6,879	28,139	29,131			65,949
CFN GASOHOL 87 ETHANOL 10% /BULK		37	29	27	71	15,102	1,067	79	44	141		31	16,627
CFN ULTRA LOW SULFUR DSL	557	585	647	609	561	5,028	560	640	480	653	597	539	11,458
DIESEL EXHAUST FLUID/BULK	456						558						1,014
DIESEL EXHAUST FLUID/55 GL. DRUM NRD	55		55	165			110	110				55	550
CFN UNL REC 90						163							163
11/2019-10/2020	**1,787,981**	**1,824,577**	**1,881,306**	**1,381,304**	**1,601,201**	**1,435,124**	**1,645,739**	**1,334,380**	**1,574,392**	**1,719,845**	**1,647,702**	**1,719,985**	**19,553,538**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	1,074,954	1,107,076	1,092,510	720,385	826,359	657,749	813,258	672,818	777,759	979,954	979,181	1,090,894	10,792,897
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	639,929	669,738	680,913	567,355	689,534	643,890	719,657	598,271	710,242	657,577	605,705	559,546	7,742,356
DYED ULTRA LOW SULFUR DS/BULK GALLONS	21,051	17,636	57,425	61,170	49,338	79,316	67,300	29,239	37,840	37,035	16,972	28,307	502,628
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	43,405	24,410	42,462	23,807	28,062	44,971	34,423	26,946	40,182	34,129	39,515	33,241	415,553
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	7,930	4,886	7,132	7,662	7,407	8,305	10,255	5,657	7,667	10,129	5,086	6,982	89,097
CFN ULTRA LOW SULFUR DSL	671	525	517	366	365	391	273	440	356	480	695	969	6,047
DIESEL EXHAUST FLUID/BULK		4	269	418	51	451	450	997	302	401	401		3,743
DIESEL EXHAUST FLUID/55 GL. DRUM NRD		110		110	55		110			110	110		605
CFN GASOHOL 87 ETHANOL 10% /BULK	41	193	78	32	30	37	14	13	45	31	37	47	597
CFN UNL REC 90						15							15
11/2020-10/2021	**1,388,694**	**1,674,663**	**1,772,078**	**2,013,618**	**1,972,183**	**1,788,430**	**1,685,328**	**1,722,742**	**1,775,801**	**1,674,634**	**1,588,655**	**1,401,824**	**20,458,650**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	774,515	947,175	1,022,167	1,174,502	1,092,744	966,107	848,544	941,432	1,039,494	912,538	901,155	769,644	11,390,017
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	536,791	606,807	647,331	727,439	754,513	729,141	733,114	704,009	677,556	702,971	584,769	522,044	7,926,485
DYED ULTRA LOW SULFUR DS/BULK GALLONS	40,960	42,870	50,914	45,194	75,204	54,199	61,820	44,025	17,040	24,395	71,699	50,123	578,443
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	19,689	40,917	28,032	38,796	38,768	33,749	39,469	32,013	40,844	25,519	24,388	41,437	403,621
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	15,738	34,410	22,123	26,771	9,599	4,184	1,193			8,388	5,390	17,316	145,112
DIESEL EXHAUST FLUID/BULK	500	500	1,064	250	945	583	751	651	400	400	800	600	7,444
CFN ULTRA LOW SULFUR DSL	451	454	411	525	367	440	388	573	419	404	418	503	5,353
CFN GASOHOL 87 ETHANOL 10% /BULK	50	1,493	37	30	44	27	49	40	47	19	36	47	1,920
DIESEL EXHAUST FLUID/55 GL. DRUM NRD				110								110	220
CFN UNL REC 90		36											36
Grand Total	**5,063,264**	**5,219,403**	**5,446,766**	**5,311,932**	**5,755,389**	**4,972,113**	**5,233,950**	**5,358,689**	**5,039,495**	**5,529,133**	**4,839,554**	**4,820,051**	**62,589,740**

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Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	**3,006,117**	**3,161,745**	**3,228,472**	**3,085,820**	**3,293,625**	**2,552,637**	**2,763,377**	**2,921,391**	**2,876,696**	**3,244,792**	**2,837,010**	**2,918,117**	**35,889,798**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	413,148	394,608	409,516	395,956	457,507	486,613	474,326	490,487	395,156	531,314	412,627	432,329	5,293,585
11/2019-10/2020	365,591	354,128	532,086	391,693	382,752	372,157	403,715	369,124	373,296	378,771	431,572	425,987	4,780,871
11/2020-10/2021	298,556	333,902	410,449	353,417	410,626	404,583	389,164	340,145	340,223	355,363	357,961	332,232	4,326,621
SBBC VEHICLE MAINTEN. DPT NEF													
11.2018-10.2019	201,520	253,282	223,521	254,349	311,587	59,262	58,732	191,614	227,252	281,596	222,992	222,582	2,508,289
11/2019-10/2020	223,531	253,174	126,767	50,142			14,805	7,395	22,201	140,906	237,800	207,105	1,283,826
11/2020-10/2021	156,812	164,056	156,500	193,320	185,469	118,600	81,425	111,056	229,587	229,270	111,697	126,742	1,864,534
SCHOOL DISTRICT PLM BCH CY NEF													
11.2018-10.2019	192,265	207,992	182,741	262,371	246,021	61,590	214,144	206,865	199,900	241,390	40,946	164,530	2,220,755
11/2019-10/2020	202,886	212,296	131,710	15,882	150,000				76,530	173,218	42,031	169,969	1,174,522
11/2020-10/2021	91,289	181,506	139,057	315,643	195,446	132,427	39,722	174,349	177,673	49,617	133,706		1,630,435
CITY OF MIAMI NEF													
11.2018-10.2019	89,507	81,998	89,366	81,870	89,054	74,143	96,276	101,266	81,448	95,412	89,213	81,964	1,051,517
11/2019-10/2020	89,382	74,521	89,386	82,124	73,798	81,435	111,065	93,708	96,207	96,382	80,554	89,387	1,057,949
11/2020-10/2021	88,134	82,012	104,295	104,087	89,008	103,889	103,608	103,593	96,304	96,363	95,127	101,911	1,168,331
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019	44,781	29,797	22,314	37,198	39,152	29,638	37,020	45,350	22,208	30,445	24,475	27,824	390,202
11/2019-10/2020	29,953	30,573	36,231	33,625	30,492	36,543	35,024	36,986	29,924	29,674	29,756	37,244	396,024
11/2020-10/2021	21,202	37,275	29,822	37,196	37,122	29,623	34,602	42,007	30,411	29,506	35,192	33,361	397,319
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019	40,812	27,904	35,867	34,605	40,934	27,171	38,676	50,234	23,840	34,228	25,781	26,242	406,293
11/2019-10/2020	33,217	34,653	26,852	25,659	23,274	37,600	49,175	30,570	34,611	29,884	34,236	27,335	387,066
11/2020-10/2021	19,846	27,692	27,301	34,310	26,725	27,099	34,592	24,412	27,375	20,273	26,887	34,324	330,836
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	30,321	16,013	18,233	14,584	25,815	13,512	30,469	32,742	12,129	14,480	12,982	17,103	238,382
11/2019-10/2020	12,242	23,874	12,553	24,365	15,834	20,852	23,878	21,118	18,388	9,805	20,177	19,141	222,226
11/2020-10/2021	11,261	18,084	36,653	10,983	17,393	13,064	26,546	15,350	13,695	18,494	27,873	14,334	223,731
CITY OF POMPANO BEACH NEF													
11.2018-10.2019	20,854			4,713	13,836	43,822	14,306	27,635	6,887	13,830	13,887	6,964	166,734
11/2019-10/2020	5,262	13,900	20,854	6,930	36,935	6,915	20,739	6,909	7,386	21,229			147,059
11/2020-10/2021		5,288	6,957	20,805	13,832	43,818	13,836	20,709	6,910	21,236	13,871		167,262
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	7,336	13,712	15,785	7,687	14,699	21,466	9,193	14,096	14,412	7,312	5,245	13,081	144,024
11/2019-10/2020	14,544	15,890	10,845	1,535	10,500	6,900	6,289	2,554	15,417	7,438	15,183	7,943	115,037
11/2020-10/2021	11,857	1,051	9,585	7,259	14,445	6,165	6,431	8,073	19,150	10,016	2,150	11,850	108,031
CITY OF SUNRISE NEF													
11.2018-10.2019	3,484	7,939	9,926	14,967	20,148	4,936	22,914	15,950	5,486	13,280	5,940	8,942	133,912
11/2019-10/2020	7,476	4,956	6,495	11,344	10,913	7,500	28,096	6,400	8,973	3,952	6,464	7,938	110,508
11/2020-10/2021	2,987	7,941	7,918	4,525	17,871	3,451	20,118	7,881	3,895	6,917	17,908	7,454	108,866
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019	14,401	6,958	21,837	7,456	14,861	7,412	14,332	6,922	12,920	7,408	14,852	7,440	136,799
11/2019-10/2020	6,000	7,459	11,999	6,000	12,502	6,423	6,502	8,916	8,500	7,410	10,433	11,915	104,059
11/2020-10/2021	5,967	6,000	6,500	7,441	4,000	7,413	6,000	7,380	7,408	7,413	6,000	13,944	85,466

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	7,816	7,777	7,593	7,607	11,340	6,923	11,525	11,889	7,212	10,421	7,134	7,497	104,734
11/2019-10/2020	5,963	10,948	6,230	6,538	7,391	6,414	14,440	15,003	8,910	10,898	9,410	6,483	108,627
11/2020-10/2021	6,595	9,213	9,158	9,496	7,735	9,642	15,920	8,357	8,690	8,376	7,155	9,524	109,861
CITY OF CORAL SPRINGS NEF													
11.2018-10.2019	5,308		15,833	6,885	3,508	6,602	6,870	12,399	3,700	3,800	11,460	4,307	80,672
11/2019-10/2020	5,900	3,980	12,370	4,106	9,970	9,504	14,864	2,987	5,465	3,276	4,701	18,890	96,013
11/2020-10/2021	3,488	2,981	11,148	10,904	9,001	2,000	8,704	9,962	2,569	4,981	9,470	10,948	86,156
TOWN OF DAVIE NEF													
11.2018-10.2019	8,950	5,660	3,578	4,621	5,687	15,560	8,021	4,952	5,799	4,659	6,776	4,267	78,530
11/2019-10/2020	8,621	5,310	8,010	3,274	5,537	814	5,850	19,547	8,965	6,393	7,211	4,654	84,187
11/2020-10/2021	5,274	960	7,367	2,286	7,046	8,150	6,119		15,087			10,886	63,176
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019	5,383	3,308	4,493	6,200	4,378	3,579	4,960	2,108	3,940	7,894	2,969	4,000	53,212
11/2019-10/2020	5,985	4,465	6,948	3,956	8,415	5,934	5,953	4,152	8,872	4,943	5,444	8,931	73,998
11/2020-10/2021	5,325	4,469	4,000	10,491	2,964	10,864	5,912	4,000	8,918	13,529	5,937	11,522	87,931
CITY OF MIRAMAR NEF													
11.2018-10.2019	12,721	5,667	3,171	6,404	6,203	6,788	5,950	10,516	5,386	5,213	4,993	2,701	75,714
11/2019-10/2020		6,991	5,871	3,767	3,564	6,041	6,326	4,633	6,240	7,068	4,916	5,285	60,702
11/2020-10/2021	4,088	6,580	5,261	5,895	4,644	4,639	4,838	6,288	4,605	5,385	4,275	5,737	62,235
CITY OF BOCA RATON NEF													
11.2018-10.2019	5,017	5,184	5,363	6,040	5,057	8,410	7,225	5,741	6,224	6,714	4,250	5,647	70,872
11/2019-10/2020	6,355	5,642	5,832	4,695	4,535	6,042	5,454	6,020	5,381	4,900	5,751	6,402	67,008
11/2020-10/2021	4,796	5,583	6,086	4,183	3,438	4,998	4,243	4,885	4,670	4,973	4,906	5,228	57,989
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019	7,447	7,430		7,422	7,430		7,402	5,434		7,222	7,177		56,964
11/2019-10/2020	7,441	7,465		7,425	7,433	7,404	7,394	7,404	7,405	7,419	7,459		74,249
11/2020-10/2021	7,459	11,916	6,502		7,412		7,408	7,406	7,420			7,445	62,968
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	6,960		7,463	4,861	6,934	6,919	6,907	6,902	6,916		6,943		60,805
11/2019-10/2020	6,967	6,950	7,443		6,910	6,912	6,909	6,906		6,916		6,965	62,878
11/2020-10/2021	6,972	6,946		6,952	6,907	6,911	6,914	6,001		6,915	6,924	6,966	68,408
CITY OF TAMARAC NEF													
11.2018-10.2019	2,892	9,794	3,471	2,656	11,126	3,136	3,005	10,243	3,426	4,354	3,278	1,807	59,188
11/2019-10/2020	2,300	2,302	2,247	10,346	3,031	1,892	7,961	2,951	3,193	2,031	2,704	10,980	51,938
11/2020-10/2021	2,085	3,299	11,514	2,061	2,438	2,543	10,161	4,957	7,055	2,412	8,378	2,881	59,782
CITY OF LAUDERHILL NEF													
11.2018-10.2019	4,378	4,834	2,477	4,678	5,662	3,470	6,524	4,634	3,960	4,236	4,772	3,490	53,117
11/2019-10/2020	5,141	4,797	5,332	3,137	4,473	3,665	6,158	3,262	4,984	3,710	5,083	4,617	54,359
11/2020-10/2021	4,247	5,076	4,688	4,427	3,483	5,501	3,374	5,901	5,302	3,425	4,575	5,433	55,431
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	7,485		7,450		7,415	7,365		10,869		7,403	7,347		55,334
11/2019-10/2020	7,481		7,457	5,929		9,946	3,260	3,353	2,172	4,201			43,799
11/2020-10/2021	2,983	554	3,671	3,500	2,173	2,965	1,383	3,298	1,580	4,049	3,971	2,980	33,108
CITY OF NORTH MIAMI NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	4,965	2,974	2,979	1,982	2,968	5,919	2,958	6,907	2,963	2,963	1,979	3,968	43,525
11/2019-10/2020	2,978	5,954	1,984	1,981	3,952	3,950	1,972	2,954	6,902	3,954	3,966	3,971	44,518
11/2020-10/2021	2,988	2,996	4,974	3,962	2,968	2,967	2,962	5,914	3,948	1,973	989	2,976	39,617
CITY OF MARGATE NEF													
11.2018-10.2019	2,427	2,483	3,473	3,974	2,668	9,667	5,129	5,449	1,480	2,370	993		40,113
11/2019-10/2020	3,477	997	3,469	7,471	3,959	1,976	5,915	2,068	6,141	2,174	1,982	61	39,690
11/2020-10/2021	2,190	3,474	3,177	2,479	6,480	3,952	4,434	2,460	2,962	2,964	1,486	171	36,229
VILLAGE OF NORTH PALM BCH -NEF													
11.2018-10.2019	2,476	2,879	2,100	2,737	2,793	2,727	2,694	4,752	2,339	3,105	2,378	3,158	34,139
11/2019-10/2020	2,641	2,632	2,590	2,601	2,701	2,962	2,872	2,861	2,991	2,907	2,904	2,370	33,032
11/2020-10/2021	2,995	2,750	2,847	2,698	2,862	3,314	2,790	2,808	2,745	2,763	3,062	428	32,059
CITY OF GREENACRES NEF													
11.2018-10.2019	2,325	2,132	2,000	1,558	2,445	2,278	1,769	2,614	2,138	2,164	1,700	1,928	25,051
11/2019-10/2020	2,788	1,697	1,475	1,326	1,701	2,264	1,616	1,325	2,598	2,138	1,187	1,959	22,074
11/2020-10/2021	2,058	2,150	1,501	2,802	1,600	2,200	1,900	1,880	2,200	2,300	1,221	2,173	23,985
CITY OF WESTON NEF													
11.2018-10.2019	4,000		4,003		4,000	404	2,000	4,405		4,445	4,400		27,657
11/2019-10/2020	3,500	4,500	2,050	3,460			4,503			4,500			22,513
11/2020-10/2021		3,501		4,500	1,501			4,500			4,499		18,501
CITY OF DANIA BEACH NEF													
11.2018-10.2019	3,000	2,990	3,000	2,478	3,502	2,500	1,977	1,500		2,000	2,500		25,447
11/2019-10/2020	1,808	2,005	1,322		2,000	1,000	599	2,000	2,000		1,800	2,000	16,535
11/2020-10/2021	1,000	1,000	990	2,000	1,000	2,000	1,001	2,000	1,000	1,000	2,800	3,000	18,791
CITY OF SUNNY ISLES BEACH													
11.2018-10.2019	1,485	1,401	1,486	1,452	2,636	1,500	1,760	3,261	1,200	1,170	2,552	1,200	21,103
11/2019-10/2020	1,206	2,622	1,281			1,300	1,330	1,200	1,333	2,296	2,402	1,403	16,373
11/2020-10/2021	1,151	2,502	1,196	1,378	2,197	1,160	1,451	1,504	2,302	1,101	1,171	1,350	18,462
TOWN OF PALM BEACH NEF													
11.2018-10.2019	2,696	453	1,106	1,956	1,364	4,608	500	5,091		384	1,882	1,326	21,367
11/2019-10/2020	1,970	800	1,921	752	684	2,192	4,379	400		469	1,114	983	15,662
11/2020-10/2021	427	1,929	2,167	462	2,510		1,011	2,053	2,439	1,238	1,479	468	16,184
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019		1,151	2,402	1,204	2,700		2,602	2,000	650		1,500	2,000	16,209
11/2019-10/2020	1,600		2,000		2,500		2,101		1,974		2,000		12,175
11/2020-10/2021		3,788		3,701	2,099	1,367	740	1,906	2,299			1,985	17,885
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019	488	422	900	461	500	455	910	736	470	492	427	480	6,743
11/2019-10/2020	500	897	391	323	387	1,012	683	436	500	493	505	511	6,638
11/2020-10/2021	483	451	384	827		591	933	399	372	388	485	890	6,202
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019		754	347		593	405	500	852		596	326	801	5,174
11/2019-10/2020	250	699	508		215	201	831		300	600	437	465	4,505
11/2020-10/2021		252	500	512	350	212	301		701	300		500	3,627
BROWARD SHERIFF'S OFC - PU-NEF													
11/2019-10/2020							1,578	0					1,578

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
VILLAGE OF ROYAL PALM BCH-NEF													
11.2018-10.2019								727					727
11/2019-10/2020							1,024	(324)					700
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	**1,863,508**	**1,836,260**	**1,966,732**	**1,956,395**	**2,166,775**	**2,104,188**	**2,184,287**	**2,152,975**	**1,932,763**	**2,088,313**	**1,771,740**	**1,660,372**	**23,684,308**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	93,854	82,319	89,286	90,671	115,955	145,112	102,864	117,551	71,707	105,456	34,802	64,754	1,114,332
11/2019-10/2020	78,057	93,093	112,507	56,476	140,422	66,891	99,043	73,958	86,541	100,946	77,236	51,249	1,036,420
11/2020-10/2021	67,952	91,030	89,012	134,528	180,197	101,559	111,402	114,927	107,042	109,915	76,910	29,344	1,213,818
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019	96,307	62,556	89,221	71,338	88,859	96,650	79,627	96,440	69,901	97,072	79,249	43,989	971,209
11/2019-10/2020	87,335	88,955	61,238	79,842	70,926	97,065	87,630	70,594	87,737	79,602	71,068	71,223	953,215
11/2020-10/2021	53,535	80,750	79,878	80,320	80,115	97,522	87,355	74,289	70,778	88,390	70,919	88,615	952,465
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	40,163	48,180	54,160	52,984	47,177	49,458	57,093	75,763	44,747	56,398	65,775	57,700	649,600
11/2019-10/2020	43,061	71,265	65,364	46,076	63,320	71,842	67,718	59,020	67,377	47,410	49,189	55,130	706,772
11/2020-10/2021	47,244	59,876	64,739	57,576	59,650	64,005	72,766	57,892	41,830	63,916	52,047	35,492	677,034
SCHOOL DISTRICT PLM BCH CY NEF													
11.2018-10.2019	25,300	24,794	39,579	40,079	47,789	24,575	47,301	47,821	27,603	40,410	24,333	29,761	419,344
11/2019-10/2020	40,068	32,746	32,177	25,895	30,711	29,497	10,377	32,488	40,718	33,993	17,229	16,851	342,748
11/2020-10/2021	32,365	40,323	33,806	56,114	32,969	40,464	24,954	40,727	40,400	11,073	39,592	10,276	403,063
SBBC VEHICLE MAINTEN. DPT NEF													
11.2018-10.2019	37,244	29,674	37,110	22,262	36,972	29,520	44,198	55,509	29,220	29,489	29,580	29,695	410,473
11/2019-10/2020	37,285	29,822	22,355	21,077		14,742	22,120	44,259	51,686	29,557	29,617	29,762	332,282
11/2020-10/2021	37,336	29,825	37,262	29,819	37,130	37,000	44,251	29,423	36,879	44,285	29,620	22,328	415,158
CITY OF MIRAMAR NEF													
11.2018-10.2019	56,596	29,227	32,816	35,613	38,498	33,678	31,549	39,012	34,015	31,451	23,970	18,635	405,059
11/2019-10/2020	17,775	32,097	29,337	41,168	34,272	28,479	34,327	29,290	27,535	38,028	36,958	27,762	377,029
11/2020-10/2021	27,466	26,396	27,290	33,616	27,431	25,172	32,557	26,322	27,622	26,308	26,047	32,144	338,371
CITY OF SUNRISE NEF													
11.2018-10.2019	22,720	29,448	37,747	31,698	30,700	23,742	38,689	37,799	28,791	32,475	23,021	37,615	374,445
11/2019-10/2020	36,750	23,917	32,823	23,842	31,824	29,842	39,729	24,619	34,200	29,436	28,843	23,872	359,696
11/2020-10/2021	31,567	23,049	37,798	32,757	33,635	26,834	27,902	35,750	33,940	29,233	27,434	29,087	368,984
CITY OF MIAMI NEF													
11.2018-10.2019	24,896	33,292	33,724	33,566	33,103	32,408	32,976	41,676	33,874	41,773	25,157	33,688	400,133
11/2019-10/2020	40,634	33,006	32,000	23,994	16,810	31,914	32,743	29,947	24,676	25,126	33,185	33,204	357,239
11/2020-10/2021	25,417	23,380	25,325	25,259	33,365	24,718	32,067	31,895	25,080	30,694	29,632	24,818	331,650
TOWN OF DAVIE NEF													
11.2018-10.2019	35,207	25,023	25,927	32,354	26,604	35,094	26,476	34,941	32,148	23,955	25,114	23,855	346,698
11/2019-10/2020	25,827	19,704	38,211	26,809	26,422	26,853	30,735	26,996	24,133	34,555	32,623	30,791	343,659
11/2020-10/2021	25,918	25,192	29,546	25,009	26,425	25,089	32,158	25,089	31,636	23,353	17,055	29,505	315,975
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	36,338	27,268	18,393	27,441	35,937	27,020	26,294	35,811	24,214	27,095	18,503	27,018	331,331
11/2019-10/2020	27,016	27,452	18,080	26,947	27,176	26,337	35,572	26,207	35,646	17,473	26,664	27,401	321,971
11/2020-10/2021	27,461	17,924	27,060	27,403	26,842	26,836	27,138	35,430	26,477	26,175	26,927	27,062	322,735

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
CITY OF CORAL SPRINGS NEF													
11.2018-10.2019	33,690	17,840	17,764	33,542	25,546	25,834	32,657	34,329	16,690	26,348	25,862	17,728	307,830
11/2019-10/2020	8,856	35,407	31,240	26,607	22,324	21,173	39,131	15,631	25,450	16,727	26,349	30,558	299,453
11/2020-10/2021	25,849	16,819	26,639	26,639	24,292	26,425	25,416	33,142	17,459	31,117	28,503	22,780	305,080
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019	25,471	16,609	16,958	17,018	24,902	16,459	16,944	25,283	16,909	16,502	36,494	42,074	271,623
11/2019-10/2020	16,588	25,076	16,837	16,793	16,401	16,775	24,689	16,720	25,125	16,763	16,405	16,995	225,167
11/2020-10/2021	8,440	22,972	16,867	16,916	16,402	16,767	16,708	25,011	16,690	16,716	16,820	16,917	207,226
CITY OF LAUDERHILL NEF													
11.2018-10.2019	20,109	19,102	13,259	20,178	25,212	12,574	25,509	18,687	18,548	20,087	18,406	12,960	224,631
11/2019-10/2020	18,707	16,685	21,410	12,707	18,930	13,198	23,678	16,375	21,897	18,602	15,994	19,294	217,477
11/2020-10/2021	16,965	20,006	21,061	18,957	18,501	22,310	17,309	18,256	21,555	17,559	17,549	21,510	231,538
CITY OF NORTH MIAMI NEF													
11.2018-10.2019	18,830	13,830	22,312	14,701	13,499	18,415	21,808	23,987	12,777	13,750	23,685	12,856	210,450
11/2019-10/2020	22,796	17,858	13,874	14,448	20,770	20,662	14,626	13,677	17,665	21,486	20,744	12,876	211,482
11/2020-10/2021	13,917	13,908	19,833	20,849	12,856	22,596	13,668	17,653	19,672	14,562	15,129	13,851	198,494
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019	15,148	21,253	15,102	21,489	23,494	14,055	19,304	24,329	13,333	21,480	19,855	20,604	229,445
11/2019-10/2020	11,949	19,810	12,688	10,303	21,207	13,522	21,555	12,606	11,916	21,357	11,807	20,021	188,741
11/2020-10/2021	13,427	20,199	10,650	21,997	9,682	19,770	14,624	18,707	13,424	17,656	9,619	21,110	190,867
CITY OF MARGATE NEF													
11.2018-10.2019	19,344	12,880	19,299	18,748	12,115	35,479	17,431	21,494	13,464	20,252	14,108	839	205,453
11/2019-10/2020	18,842	13,886	19,843	27,363	18,279	12,814	23,620	12,187	22,519	12,609	13,359	196	195,517
11/2020-10/2021	13,231	19,465	19,620	12,495	36,223	19,233	17,697	12,260	19,194	20,184	13,344	3,174	206,120
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	10,506	10,813	10,870	10,379	15,586	9,863	14,803	12,999	10,525	15,578	36,658	29,249	187,826
11/2019-10/2020	10,576	14,395	10,072	11,507	16,937	10,743	18,058	9,093	13,983	15,675	14,852	10,191	156,080
11/2020-10/2021	11,049	16,142	14,875	13,525	13,721	16,107	21,135	14,229	16,744	16,866	9,275	14,097	177,764
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	16,325	8,689	8,677	17,403	8,770	17,497	17,455	13,427	8,138	16,699	8,663	17,453	159,196
11/2019-10/2020	18,820	9,889	19,701	8,016	15,717	17,315	13,723	9,339	10,900	14,705	8,367	8,430	154,922
11/2020-10/2021	15,532	7,731	15,407	15,989	15,203	14,091	13,009	16,567	10,393	20,336	11,557	12,633	168,448
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019	11,859	15,349	13,403	17,338	13,881	9,892	15,695	11,886	5,692	19,644	8,909	13,912	157,460
11/2019-10/2020	8,971	8,871	16,755	7,908	18,574	10,723	12,662	13,810	16,504	8,777	15,793	15,837	155,185
11/2020-10/2021	11,742	10,947	7,000	22,877	5,432	20,192	9,769	8,644	15,760	18,179	8,827	19,852	159,221
CITY OF POMPANO BEACH NEF													
11.2018-10.2019	7,907		7,686	15,785	7,878	39,719	15,690	15,694	7,848	15,722	15,791	7,935	157,655
11/2019-10/2020	7,891	7,929	7,939	7,893	31,900	15,746	7,875	15,742	7,871	15,749	7,887		134,422
11/2020-10/2021		7,853	7,000	7,922	15,804	31,843	15,743	7,847	15,752	15,757	7,903		133,424
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019								7,357		17,649			25,006
11/2019-10/2020	26,699	8,880	26,479	16,387	17,514	26,482	17,716	16,812	16,677	25,584	17,445	17,754	234,429
11/2020-10/2021				8,850	17,676	17,568	17,584	16,999	17,398	16,656	17,658	8,756	139,145
CITY OF TAMARAC NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	7,668	7,431	7,433	7,441	14,757	7,341	7,347	10,856	6,000	7,374	7,301	7,425	98,374
11/2019-10/2020	7,438	7,433	7,450	7,431	7,403	7,378	10,093	7,002	7,358	7,379	7,396	7,421	91,182
11/2020-10/2021	7,757	7,659	7,453	7,622	7,406	7,588	13,969	3,922	14,039	7,768	5,926	7,462	98,571
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019	7,459	7,408	7,424	7,911	7,393	7,381	7,844	14,741	7,355			7,395	82,311
11/2019-10/2020	5,005	8,177	6,000	6,002	5,919	10,412	4,001	8,909	5,451	7,392	8,001	6,945	82,214
11/2020-10/2021	5,971	6,001	6,000	7,438	6,005	7,477	7,378	7,380	7,373	7,364	6,502	6,001	80,890
TOWN OF PALM BEACH NEF													
11.2018-10.2019	6,300	3,931	3,200	4,001	6,999	4,956	7,456	8,004		7,002	3,982	6,814	62,643
11/2019-10/2020	4,000	6,448	7,000	6,431	6,107	3,411	9,104	3,404	8,583	3,501	4,000	6,998	68,987
11/2020-10/2021	3,000	7,644	6,113	4,000	5,521	3,000	6,870	5,868	5,300	3,676	6,401	7,122	64,516
CITY OF BOCA RATON NEF													
11.2018-10.2019	4,852	5,008	4,631	5,653	5,157	4,044	6,062	4,228	4,385	5,551	3,708	4,847	58,125
11/2019-10/2020	4,950	4,986	4,871	4,020	3,596	5,001	5,057	4,818	5,058	4,383	4,605	5,489	56,834
11/2020-10/2021	3,864	4,634	5,552	4,634	4,841	4,630	3,609	5,394	5,125	4,162	4,193	5,105	55,744
CITY OF WESTON NEF													
11.2018-10.2019	4,501		4,501	4,500	4,501		5,802	6,001		6,434		4,502	40,742
11/2019-10/2020	4,500		6,002	4,448		4,502	4,500		4,502	4,500		4,500	37,454
11/2020-10/2021	4,501		4,500	4,500	2,501		4,202	4,502	4,502	4,502		4,500	38,210
VILLAGE OF NORTH PALM BCH -NEF													
11.2018-10.2019	3,800	3,957	4,000	3,503	5,116	3,401	4,200	7,319	3,500	4,537	4,240	4,061	51,634
11/2019-10/2020	3,600	3,701	3,450	2,651	725	794	1,500				4,402	3,300	24,124
11/2020-10/2021		2,201	1,200				4,001	1,360	1,000	1,700	4,046		15,508
CITY OF DANIA BEACH NEF													
11.2018-10.2019	2,501	2,300	2,500	2,362	2,401	2,200	2,501	2,470		2,500	2,400		24,135
11/2019-10/2020	2,424	2,500	2,500	2,173	2,501	4,151	2,326	2,003	4,200	2,000	2,400	2,201	31,378
11/2020-10/2021	2,000	2,000	1,990	3,965	1,501	4,002	3,200	4,002	1,988	2,500	2,001	4,002	33,151
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019					1,850	1,800	3,802	2,959	1,805	2,100			14,315
11/2019-10/2020	1,296	4,228	1,500	1,802	2,322	3,479	2,908	1,700	2,179	1,989	1,801	2,100	27,304
11/2020-10/2021	1,787	1,699	2,101	4,299	1,800	1,500	3,871	2,258	2,314	2,306	1,978	3,257	29,170
CITY OF GREENACRES NEF													
11.2018-10.2019	1,558	1,535	1,200	1,329	1,520	1,848	1,497	1,726	1,476	1,525	1,394	878	17,485
11/2019-10/2020	1,876	1,285	950	340	526	1,854	1,363	791	1,906	1,975	1,134	970	14,969
11/2020-10/2021	1,200	900	1,753	1,301	1,000	1,532	1,300	1,504	1,336	1,506	1,053	1,244	15,628
VILLAGE OF PALM SPRINGS NEF													
11/2020-10/2021						3,016	8,209	5,909	7,218	7,019			31,371
SBBC PHYSICAL PLANT OP DPT NEF													
11.2018-10.2019	336		309	312	559	268	643	599	300	322	306	539	4,493
11/2019-10/2020	337	236	260			293	300	275	249	300	352	224	2,826
11/2020-10/2021	301	283		262	386	294	300		356	314	303		2,797
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019						875				1,136			2,010
11/2020-10/2021							992	850	1,282	1,226			4,349
BROWARD SHERIFF'S OFC - PU-NEF													

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06-14-22 TCM Backup

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020							1,180	0					1,180
DYED ULTRA LOW SULFUR DS/BULK GALLONS	**86,025**	**82,606**	**134,365**	**134,171**	**184,933**	**185,527**	**161,797**	**156,800**	**87,129**	**79,098**	**120,938**	**116,453**	**1,529,841**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	7,415	6,629	6,329	7,463	9,191	15,207	8,408	11,679	7,743	9,496	7,444	20,032	117,034
11/2019-10/2020	8,278	7,054	8,335	6,066	16,838	12,945	6,602	7,368	6,221	7,471	7,205	7,831	102,214
11/2020-10/2021	13,993	6,237	14,865	6,992	15,795	10,458	8,574	7,942	7,113	6,336	15,364	9,737	123,406
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	8,402		6,935	6,922	13,852	11,922	6,910	6,700	(77)	5,241	6,927	6,954	80,688
11/2019-10/2020	6,100		6,958		9,375	36,559		34	6,917		6,940	7,171	80,054
11/2020-10/2021	13,925	6,958	6,945	6,935	26,671	14,705	6,913				6,928	6,965	96,945
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019			301			613			9,797				10,711
11/2019-10/2020			21,293	27,714	13,873	7,417	14,890	6,896		21,264		7,459	120,806
11/2020-10/2021	12,819	13,933	20,871	14,382		7,419	7,210	7,410			20,784	13,901	118,729
CITY OF BOCA RATON NEF													
11.2018-10.2019	1,000	2,505	2,001	1,001	3,251	4,002	6,503	4,102	2,970	2,000	4,380	3,000	36,714
11/2019-10/2020	1,000	1,001	3,280	2,300	4,001	3,000	6,601	3,500		2,502	1,001	3,401	31,586
11/2020-10/2021		3,018	1,000		4,100	4,000	2,400	3,780	6,459	2,985	2,884		30,626
CITY OF MIRAMAR NEF													
11.2018-10.2019		11,937			9,457	7,384	1,593	6,676			7,451	3,013	47,512
11/2019-10/2020			5,002	9,118			2,000		1,801				17,920
11/2020-10/2021		7,444	3,136		1,150	5,814	5,000		1,501		4,407		28,452
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019			4,106		8,218			15,469			445		28,237
11/2019-10/2020		3,650	8,709	683			9,947	2,001	2,947				27,936
11/2020-10/2021			650	6,254	3,380	2,695	5,357	801		5,040	10,629	800	35,606
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	3,262	189	174	4,276	3,485	9,287	431	2,902	228	422	439		25,093
11/2019-10/2020	2,500	201	250		3,436	9,800	4,141	575	226	3,000	152	303	24,583
11/2020-10/2021	150	2,705	150	276	250	3,087	425	551	264	400	100	200	8,558
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	200				399			4,000			828		5,427
11/2019-10/2020		2,238	200	619	120				7,092				10,270
11/2020-10/2021					1,800		1,800	7,886		210	6,500	4,350	22,546
SBBC PHYSICAL PLANT OP DPT NEF													
11.2018-10.2019	154	155	360	171	118	400	457	4,334	73	383	181	849	7,633
11/2019-10/2020	1,163		768	374	1,075	353	4,568	3,005	810	534		659	13,309
11/2020-10/2021		58	321	790	10,289	786	2,512	224	158	137	1,000	98	16,372
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019					7,418			1,948	284				9,650
11/2019-10/2020				9,915			1,157		682	927			12,681
11/2020-10/2021				6,501			4,900						11,401
CITY OF MARGATE NEF													
11.2018-10.2019				4,878		800		643			851	2,100	9,273

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Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020	1,805						1,446			800			4,051
11/2020-10/2021				2,294								12,929	15,223
VILLAGE OF PALM SPRINGS NEF													
11.2018-10.2019	1,500		1,269		1,001	1,301	1,784	1,800	1,000			1,000	10,655
11/2019-10/2020		1,212		2,000		1,394	1,050	2,255			1,540		9,451
11/2020-10/2021			2,000		1,200		1,135	1,004		977	871	1,000	8,187
TOWN OF DAVIE NEF													
11.2018-10.2019								4,034					4,034
11/2020-10/2021							9,863	3,979		7,406			21,248
CITY OF POMPANO BEACH NEF													
11.2018-10.2019			2,493					3,001	1,000				6,494
11/2019-10/2020			2,000				4,499	2,500	1,500				10,499
11/2020-10/2021					3,000			1,000			1,000		5,001
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019					2,124		2,222	0	1,875				6,221
11/2019-10/2020						2,375	1,135		5,126				8,635
11/2020-10/2021		1,200							1,250				2,450
CITY OF SUNRISE NEF													
11.2018-10.2019	2,081	93	118	1,674	125	85	150	1,715	197	127	158	79	6,600
11/2019-10/2020	110	118	215	139	154	160	2,660	241	142	137	134	117	4,327
11/2020-10/2021	74	1,318	95	116	160	276	2,881	101	296	152	140	144	5,753
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019		243	1,942	1,424	709	483	550	4,075	443				9,868
11/2019-10/2020	95	510			467	327		63				324	1,785
11/2020-10/2021			881			500		766		501			2,648
CITY OF COOPER CITY, FL NEF													
11.2018-10.2019								4,173					4,173
11/2019-10/2020				2,242									2,242
11/2020-10/2021						4,458							4,458
CITY OF TAMARAC NEF													
11.2018-10.2019						304			2,000				2,304
11/2019-10/2020						4,987							4,987
11/2020-10/2021					2,260								2,260
CITY OF MIAMI NEF													
11.2018-10.2019							834						834
11/2020-10/2021								8,165					8,165
TOWN OF PALM BEACH NEF													
11.2018-10.2019									1,198				1,198
11/2019-10/2020									4,377				4,377
11/2020-10/2021					3,357								3,357
CITY OF NORTH MIAMI NEF													
11.2018-10.2019					490			1,228				996	2,713
11/2019-10/2020		980					910						1,890
11/2020-10/2021				653			409				1,091		2,154
CITY OF CORAL SPRINGS NEF													

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06-14-22 TCM Backup

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019			351					401			3,164		3,916
11/2019-10/2020							1,931						1,931
11/2020-10/2021					591					251			842
CITY OF LAUDERHILL NEF													
11.2018-10.2019							2,398		3,519				5,917
11/2019-10/2020								701					701
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019								2,201					2,201
11/2019-10/2020			672				2,441						3,112
11/2020-10/2021								416					416
CITY OF DANIA BEACH NEF													
11.2018-10.2019								748					748
11/2019-10/2020												1,002	1,002
11/2020-10/2021					1,200								1,200
TOWN OF LANTANA NEF													
11/2019-10/2020										400			400
11/2020-10/2021							2,001						2,001
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019					552		390	708					1,651
11/2019-10/2020				416									416
CITY OF SUNNY ISLES BEACH													
11/2019-10/2020							1,323						1,323
CITY OF WESTON NEF													
11.2018-10.2019								1,000					1,000
SCHOOL DISTRICT PLM BCH CY NEF													
11/2020-10/2021							400						400
TOWN OF HILLSBORO BEACH NEF													
11.2018-10.2019							47						47
11/2019-10/2020								101					101
11/2020-10/2021							40						40
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019						123							123
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019						100							100
SBBC VEHICLE MAINTEN. DPT NEF													
11/2019-10/2020												41	41
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	**63,495**	**65,327**	**70,994**	**62,603**	**67,228**	**78,720**	**74,392**	**65,838**	**109,165**	**88,779**	**63,903**	**74,678**	**885,123**
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019								6,879	27,739	29,131			63,749
11/2019-10/2020	42,756	24,410	42,062	23,807	27,760	44,971	33,909	26,606	40,182	33,601	39,015	33,241	412,320
11/2020-10/2021	19,689	40,917	27,532	38,296	38,768	33,749	39,069	32,013	40,844	24,919	24,388	41,050	401,234
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	401		500		398		501		400				2,200
11/2019-10/2020	649		400		302		514	340		528	500		3,233

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Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2020-10/2021			500	500			400			600		387	2,387
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	**41,339**	**69,529**	**43,094**	**70,302**	**40,339**	**28,805**	**45,767**	**58,141**	**31,650**	**25,513**	**42,870**	**47,531**	**544,879**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019	8,948	26,243	8,864	26,493	17,750	8,859	26,078	17,403	17,502		25,944	17,758	201,842
11/2020-10/2021	8,946	26,580	17,722	17,818						8,388		8,894	88,348
VILLAGE OF PALM SPRINGS NEF													
11.2018-10.2019	7,979	2,987	4,024	8,371	4,487	6,455	7,142	7,990	5,490	6,997	5,499	3,979	71,399
11/2019-10/2020	6,975	2,986	6,132	7,662	6,534	7,280	8,577	5,657	6,464	8,879	3,937	5,990	77,069
11/2020-10/2021	6,792	6,830	3,400	6,809	8,800	3,201					5,390	6,400	47,621
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019	744	1,003	951	1,004	1,096	1,003	1,100	2,091	991		950	1,496	12,429
11/2019-10/2020	956	1,901	1,000		874	1,025	1,678		1,203	1,250	1,149	992	12,028
11/2020-10/2021		1,000	1,001	2,144	799	983	1,193					2,022	9,142
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019								25,001					25,001
CITY OF NORTH MIAMI NEF													
11/2020-10/2021										0			0
CFN ULTRA LOW SULFUR DSL	**1,679**	**1,565**	**1,575**	**1,500**	**1,293**	**5,859**	**1,220**	**1,653**	**1,256**	**1,537**	**1,710**	**2,011**	**22,858**
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	557	585	647	609	561	567	505	640	480	653	597	539	6,942
11/2019-10/2020	671	525	517	366	365	382	273	440	356	480	695	569	5,638
11/2020-10/2021	411	454	411	525	367	440	388	573	419	404	418	503	5,312
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						4,461	55						4,516
11/2019-10/2020												400	400
11/2020-10/2021	40												40
CITY OF WEST PALM BEACH NEF													
11/2019-10/2020						9							9
CFN GASOHOL 87 ETHANOL 10% /BULK	**91**	**1,723**	**145**	**89**	**144**	**15,165**	**1,130**	**132**	**136**	**190**	**73**	**124**	**19,144**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						15,074	1,039			122			16,235
11/2019-10/2020		150	34									24	208
11/2020-10/2021	11	1,457						18	19				1,505
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019		37	29	27	71	27	27	79	44	19		31	392
11/2019-10/2020	41	43	44	32	30	27	14	13	45	31	37	23	379
11/2020-10/2021	39	36	37	30	44	27	49	22	28	19	36	47	414
CITY OF WEST PALM BEACH NEF													
11/2019-10/2020						10							10
DIESEL EXHAUST FLUID/BULK	**956**	**504**	**1,333**	**668**	**996**	**1,034**	**1,760**	**1,648**	**702**	**801**	**1,201**	**600**	**12,201**
CITY OF FORT LAUDERDALE NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020			4		418	51	451	450	500	302	401	401	2,977
11/2020-10/2021	500	500	650	250	945	200	500	651	400	400	800	600	6,396
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	456						558						1,014
11/2019-10/2020			269					497					766
11/2020-10/2021			414			383	251						1,048
DIESEL EXHAUST FLUID/55 GL. DRUM NRD	**55**	**110**	**55**	**385**	**55**		**220**	**110**		**110**	**110**	**165**	**1,375**
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	55		55	165			110	110				55	550
11/2019-10/2020		110		110			110			110	110		550
11/2020-10/2021				110								110	220
CITY OF FORT LAUDERDALE NEF													
11/2019-10/2020					55								55
CFN UNL REC 90		**36**				**178**							**214**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						163							163
11/2020-10/2021		36											36
BROWARD SHERIFF'S OFFICE NEF													
11/2019-10/2020						15							15
Grand Total	**5,063,264**	**5,219,403**	**5,446,766**	**5,311,932**	**5,755,389**	**4,972,113**	**5,233,950**	**5,358,689**	**5,039,495**	**5,529,133**	**4,839,554**	**4,820,051**	**62,589,740**

Analysis Comparison, Ranking 01/30/17, E-13-17
UNLEADED GASOLINE AND DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

	Total Potential Points	Indigo Energy Partners LLC	Macmillan Oil Company LLC	Mansfield Oil Company	Port Consolidated, Inc.	Pro Energy LLC	RKA Petroleum, Inc.
Committee Member	Potential Points						
Stephen Bush							
Firm's Qualification and Capabilities	0-40	15	25	20	40	15	10
Emergency Suppliy Capabilities	0-20	8	10	5	20	10	5
References	0-10	5	5	5	10	5	3
Cost	0-30	10	20	15	10	15	20
	Total =	38	60	45	80	45	38
Committee Member	Potential Points						
Forrest Hall							
Firm's Qualification and Capabilities	0-40	18	40	20	40	6	10
Emergency Suppliy Capabilities	0-20	8	18	10	20	5	5
References	0-10	6	10	8	10	3	2
Cost	0-30	12	12	15	10	15	15
	Total =	44	80	53	80	29	32
Committee Member	Potential Points						
Ross Meslin							
Firm's Qualification and Capabilities	0-40	20	30	20	38	10	10
Emergency Suppliy Capabilities	0-20	5	18	10	18	5	5
References	0-10	5	9	6	9	0	2
Cost	0-30	15	20	10	5	30	25
	Total =	45	77	46	70	45	42

Analysis Comparison, Ranking 01/30/17, E-13-17
UNLEADED GASOLINE AND DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

05-14-22 TCM Packet Page 365

	Total Potential Points	Indigo Energy Partners LLC	Macmillan Oil Company LLC	Mansfield Oil Company	Port Consolidated, Inc.	Pro Energy LLC	RKA Petroleum, Inc.
Committee Member	Potential Points						
Angelo Salmone							
Firm's Qualification and Capabilities	0-40	25	35	25	40	20	20
Emergency Suppliy Capabilities	0-20	10	17	10	20	7	5
References	0-10	5	7	6	10	2	2
Cost	0-30	22	25	23	20	20	20
	Total =	62	84	64	90	49	47

Committee Member	Potential Points						
Paul Strauss							
Firm's Qualification and Capabilities	0-40	30	35	35	40	20	20
Emergency Suppliy Capabilities	0-20	10	15	15	18	10	10
References	0-10	5	10	10	10	5	5
Cost	0-30	15	20	5	5	20	20
	Total =	60	80	65	73	55	55

Committee Members (Average)							
Firm's Qualification and Capabilities	0-40	22	33	24	40	14	14
Emergency Suppliy Capabilities	0-20	8	16	10	19	7	6
References	0-10	5	8	7	10	3	3
Cost	0-30	15	19	14	10	20	20
	Average Score =	50	76	55	79	45	43

Committee Members (Total)							
Firm's Qualification and Capabilities	0-200	108	165	120	198	71	70
Emergency Suppliy Capabilities	0-100	41	78	50	96	37	30
References	0-50	26	41	35	49	15	14
Cost	0-150	74	97	68	50	100	100
	Grand Total=	249	381	273	393	223	214

VOTING MATRIX
RFP E-13-17
Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group
Short-List Presentations 02/06/17

06-14-22 TCM Backup

FIRM / COMMITTEE MEMBER	Stephen Bush	Forrest Hall	Ross Meslin	Angelo Salomone	Paul Straus	TOTAL	RANKING
MacMillan Oil	2	2	2	2	1	9	2
Mansfield Oil	3	3	3	3	3	15	3
Port Consolidated	1	1	1	1	2	6	1

Note: Firms scored ordinally, 1, 2, 3, etc.; a score of 1 was given to the firm considered most qualified to provide the required services to the City. The firm with the fewest total points is ranked #1.

SAMPLE SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the City of Pompano Beach ("City") and _____, a _____ corporation **or** limited liability company ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of Work set forth in Exhibit "A" (the "Work") and, the Insurance Requirements set forth in Exhibit "B", both of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. Purpose. City contracts with Contractor to provide _____ services upon the terms and conditions set forth herein.

3. Scope of Work. Contractor shall provide the Scope Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional one (1) year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement. OR Remove the following language if not applicable: This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Payment of a not to exceed Fixed Fee of $_____ per month or a Not to Exceed Fixed Fee of $_____.

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. If required by City, Contractor shall submit invoices to City on a monthly basis or on _____.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be _____ and the Contractor's Contract Administrator shall be _____ (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: _____
_____
_____
_____
_____
Office:
Cell:
Email:
Fax:

If to City: _____, Contract Administrator
_____
_____
_____
_____
Office:
Cell:
Email:
Fax:

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or

sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements including, but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

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

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

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611

RecordsCustodian@copbfl.com

23. Governing Law. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20

calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

36. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

_____
ASCELETA HAMMOND, CITY CLERK

By:_____
REX HARDIN, MAYOR

(SEAL)

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

_____
MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

_____
(Print or type name of company here)

Witnesses:

By:_____

_____

Print Name:_____

_____
(Print or Type Name)

Title:_____

_____

Business License No._____

_____
(Print or Type Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this ____ day of _____, 20__, by _____ _____ as _____ of _____, a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Service contract 11/7/2019 ACP

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

November 22, 2021

ADDENDUM #1, RFP E-03-22

UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

To Whom It May Concern,

I. The following changes have been made to Attachment A, page 2:

- Section 2.2 currently reads:

Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack).

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

- Section 2.2 has been revised to read:

Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack).

Plus

Positive or Negative differential proposed for 87 Octane Unleaded per section 2.1. (Differential to be constant regardless of the applicable RVP.)

II. The following changes have been made to Attachment A, pages 2 and 3:

- Section 2.3 currently reads:

Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

- Section 2.3 has been revised to read:

Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur per Section 2.1.

III. Attachment F - Sample Invoice, which included a bill of lading and invoice for diesel fuel, has been replaced by Attachment F – Sample Invoice Diesel and Unleaded Gasoline, which includes bills of lading and invoices for both diesel and unleaded gasoline.

IV. Attachment G - Product and Account Gallon Report has been added to the Attachments Tab of the City's eBid System.

V. Attachment H - E-13-17 Analysis Comparison Ranking has been added to the Attachments Tab of the City's eBid System.

VI. Attachment I - E-13-17 Voting Matrix has been added to the Attachments Tab of the City's eBid System.

VII. Attachment J - Sample Service Contract has been added to the Attachments Tab of the City's eBid System.

Addendum #1 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system has been **extended** to **2:00:00 p.m. (local), December 6, 2021.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent

cc: website

Online Questions & Answers

Event Information

Number:	E-03-22 Addendum 1
Title:	Unleaded Gasoline & Diesel Fuel
Type:	Request for Proposals
Issue Date:	10/28/2021
Question Deadline:	11/22/2021 05:00 PM (ET)
Response Deadline:	12/6/2021 02:00 PM (ET)
Notes:	

The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), December 6, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to https://www.pompanobeachfl.gov/meetings to find the link.

Published Questions

Question: Could you please provide a copy of the previous bid tabulations as well as copies of BOLs and Invoices for both gas and diesel? Is this bid broken up in the trailer load and tank wagon deliveries? Is this an all or nothing bid? What is the average delivery size per location? What is the total estimated delivered volume per year? The turnaround time for invoices is 24 hours, does the vendor need to provide backups with the invoice? Could you please provide the street address and cities for these locations? Main Courthouse Shop N Regional courthouse Midrise Main Library S Regional Courthouse Public Safety Bldg 1 Public Safety Bldg 2 Public Safety Bldg 3 W Regional Courthouse Medical Examiner Booher Bldg. EOC BCGC West Tank 1 BCGC West Tank 2 1200 Garage Gov. Center Central Warehouse NW Regional Library Mental Health N Homeless Shelter Hughes Bldg. African American Library S Regional Maint Ctr Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315

Answer: The previous solicitation was not a bid, but an RFP. Attachment H - Analysis comparison ranking has been provided in Addendum - 1.

Attachment F- Sample Invoice Diesel and Unleaded Gasoline has been provided in Addendum - 1.

Yes, proposals should have separate amounts for transport loads and tank wagon deliveries.

Yes, this is an all or nothing RFP.

Attachments D and G provide delivered volume information.

Yes. Bills of Lading should be received with delivery of product. Quick invoice turn-around facilitates prompt payment from municipalities.

1. Broward Main Courthouse - 201 SE 6th St Fort Lauderdale, 33301
2. N. Regional Courthouse - 1600 W Hillsboro Blvd, Deerfield Beach, 33442
3. Midrise Office Building - 540 SE 3rd Ave. Fort Lauderdale, 33301
4. Main Library - 100 S Andrews Avenue, Fort Lauderdale, 33301
5. S. Regional Courthouse - 3550 Hollywood Blvd., Hollywood, 33021
6. Broward Public Safety Building - 2601 W Broward Blvd., Fort Lauderdale, 33312
7. Broward Public Safety Building - 143 NW 25 Terr., Fort Lauderdale, 33311
8. Broward Public Safety Building - 120 SW 3rd St., Pompano Beach, 33060
9. W. Regional Courthouse - 100 N Pine Island Road, Plantation, 33324
10. Medical Examiner - 5301 SW 31st Ave., Fort Lauderdale, 33312
11. Booher Building - 3275 NW 99th Way, Coral Springs, 33065
12. EOC BCGC - 201 NW 84th Ave., Plantation, 33324
13. Broward Government Center - 115 S Andrews Ave., Fort Lauderdale, 33301
14. Broward Government Center West - 1 N University Dr., Plantation, FL 33324
15. Government Center 1200 Garage - 151 SW 2nd St., Fort Lauderdale, 33301
16 Central Warehouse - 960 NW 38th St. Oakland Park, 33309
17. NW Regional Library - 3151 N University Dr., Coral Springs, 33065
18. N. Homeless Shelter - 1700 NW 30 Ave., Pompano Beach, 33069
19. African American Library - 2650 Sistrunk Blvd., Fort Lauderdale 33311

Asked: 11/22/2021 10:55 AM (ET)

Question: Would the Southeast FL Coop consider extending the due date?

Answer: The deadline has been extended to 12/6/2021.

Asked: 11/19/2021 02:30 PM (ET)

Question: Can you please provide the addresses for the Broward County EOC, West Tank 1 & 2 & Mental Health?

Answer: Broward EOC 201 NW 84th Ave., Plantation, 33324

Asked: 11/19/2021 02:30 PM (ET)

Question: Can you please provide the addresses for Broward County Public Safety Buildings 1, 2 & 4?

Answer: 2601 W Broward Blvd., Fort Lauderdale, 33312 -
701 SW 71st Ave., North Lauderdale, 33068 -
120 SW 3rd St., Pompano Beach, 33060

Asked: 11/19/2021 02:29 PM (ET)

Question: If a split occurs, is the fee to be included in the bid differential pricing or a separate line item on the invoice?

Answer: There shall be no fee for the split.

Asked: 11/19/2021 02:28 PM (ET)

Question: If a split occurs, how many sites are to be split per delivery?

Answer: A maximum of two sites.

Asked: 11/19/2021 02:28 PM (ET)

Question: What percentage of time are deliveries split between multiple locations?

Answer: Less than five percent (5%) of all transport loads are split locations.

Asked: 11/19/2021 02:28 PM (ET)

Question: Are gas and diesel delivered together on the same shipment?

Answer: Yes, about 10% of all transport loads are split product.

Asked: 11/19/2021 02:28 PM (ET)

Question: Would the SE Florida Coop be able to provide historical monthly volume usages by fuel grade?

Answer: Attachment G - Product and Account Gallon Report is included in Addendum - 1.

Asked: 11/19/2021 02:27 PM (ET)

Question: When will the awarded vendor be notified to lock the fixed price?

Answer: The figure for unbranded rack average +/- the differential of the awarded company will be finalized at negotiation.

Asked: 11/19/2021 02:26 PM (ET)

Question: How will the awarded vendor be notified to lock the fixed price?

Answer: The figure for unbranded rack average +/- the differential of the awarded company will be finalized at negotiation.

Asked: 11/19/2021 02:25 PM (ET)

Question: If you were to award/select a fixed price, do you want a “all in” price or just a differential to the NYMEX?

Answer: Taxes will not be included in the proposed differential.

Asked: 11/19/2021 02:25 PM (ET)

Question: Will the above ground tanks require the delivery truck to provide a pump for offloading?

Answer: Yes.

Asked: 11/19/2021 02:25 PM (ET)

Question: Or are wet signatures required for bids to be considered responsive?

Answer: An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP

Asked: 11/19/2021 02:24 PM (ET)

Question: Will bids be considered responsive if electronic signatures are used? (i.e. DocuSign)

Answer: An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP.

Asked: 11/19/2021 02:24 PM (ET)

Question: Who is the current vendor?

Answer: Port Consolidated, Inc.

Asked: 11/19/2021 02:24 PM (ET)

Question: Please provide tax exemptions / certificates.

Answer: As a part of executed individual municipal contracts, the awarded company will receive tax exemption certificates from each of the respective municipalities.

Asked: 11/19/2021 02:24 PM (ET)

Question: Please provide the tabulations for the current contract.

Answer: The Analysis Comparison Ranking and Voting Matrix for E-13-17 are included in Addendum - 1.

Asked: 11/19/2021 02:23 PM (ET)

Question: Can you push this back a week or 2 with the the Thanksgiving Holiday being just before the bid opening?

Answer: The deadline has been extended to 12/6/2021.

Asked: 11/18/2021 11:29 AM (ET)

Question: Can we look at the last weighted tabulations from this bid?

Answer: The Analysis Comparison Ranking and Voting Matrix for E-13-17 are included in Addendum - 1.

Asked: 11/18/2021 11:27 AM (ET)

Question: The due date for submission is the Monday after Thanksgiving. Would you consider moving the submission date a day or two later?

Answer: The deadline has been extended by one week to 12/6/2021.

Asked: 11/8/2021 04:27 PM (ET)

Question: Do any of the sites in need of marine product?

Answer: Marine product is not addressed in this RFP.

Asked: 11/8/2021 04:25 PM (ET)

Question: 13. What is the average delivery size received by each location? 14. Do you have a minimum gallon order quantity? 15. What is the anticipated award date? 16. Is there a local preference for this bid? 17. If yes, how is the local preference calculated into the scoring for award? 18. Will Federal Environmental Recover Fee, Federal LUST, and miscellaneous county taxes / fees be included in price differential or shown as a separate line item on invoice? 19. Are taxes to be included in the differential pricing? 20. What percentage of total volume will be locked under the fixed price agreement? 21. Will the entity lift gallons from the “open market” while also under the locked fixed NYMEX price contract? 22. In light of the current COVID-19 pandemic, will an electronic signature be allowed in this solicitation, or does AISD require a “wet” signature?

Answer: 13. This information is not available.
14. The Alternate Fuels section (Section F-8-c of the solicitation document) is the only section where minimums have been expressly permitted.
15. 1/11/2022 is the tentative award date.
16. There is no local preference for this solicitation.
17. There is no local preference for this solicitation.
18. Taxes will be shown on a separate line item on invoice.
19. No.
20. Upon execution of its individual contract each participating agency will purchase all of its contracted fuel under this agreement.
21. Upon execution of its individual contract each participating agency will purchase all of its contracted fuel under this agreement.
22. An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP.

Asked: 11/8/2021 10:31 AM (ET)

Question: 9. Please provide site delivery addresses for the following 8 locations as they are blank on Attachment B: a. Town of Palm Beach, D-7 Storm Station Australian (DOCKS), Palm Beach. b. City of West Palm Beach: i. Valley Forge Re-Pump ii. Cumberland Re-Pump iii. Kaye St Re-Pump iv. St Mary's Re-Pump v. Ibis Re-Pump vi. Palm Beach Re-Pump vii. Other Fire Stations c. Broward County Sheriff, MM 35 Alligator Alley 10. Please provide tank sizes for the following locations: a. 3201 W Copans Rd, Pompano Beach b. 3201 W Copans Rd Ft. Lauderdale c. 1521 N 14th Ave, Hollywood d. 13900 Pembroke Rd, Miramar e. 3376 Summit Blvd, West Palm Beach f. 4375 Easley Dr, West Palm Beach g. 220 SW 14th Ave, Ft. Lauderdale h. 949 NW 38 St, Ft. Lauderdale 11. Please provide annual volume per site per tank. 12. Please provide the estimated amount on gallons that are expected to be delivered by Transport truck and how many are to be delivered by Tank Wagon?

Answer: 9.

a. There is no physical address [like a building address] because the fuel tank is between the Australian and Peruvian Docks. Google Earth shows the closest address is 378 South Lake Dr.

b.
i-vi. No longer in service. Disregard
vii, 700 N Congress Ave.

10. Tank sizes are stated in Attachment B

c. Correct address is 1621 N 14th Ave.

11. Attachment G - Product and Account Gallon Report will be included in Addendum-1.
12. Transport volume is approximately 75% of the total volume, and Tank Wagon volume is approximately 25% of the total volume.

Asked: 11/8/2021 10:31 AM (ET)

Question: Standard Bid Questions / Clarifications: Mansfield Oil Company of Gainesville, Inc. will be participating in the bidding process of the above-referenced project. To accurately prepare our submission, we need clarification/answers to the following questions: 1. Which OPIS city are vendors to base their price proposal off of? 2. Would all entities need an OPIS subscription? 3. Are there any entities in locked fixed pricing currently? 4. Do you plan to award to one vendor? 5. Do you plan to split the award between multiple vendors? 6. How often are deliveries split between multiple locations? 7. Please provide a current gas and diesel invoice. 8. Please provide a current gas and diesel Bill of Lading.

Answer: 1. Miami
2. Attachment A Section 9 "OPIS MEMBERSHIP" reads as follows:
Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer’s pricing on an as needed basis.
3. Attachment D includes a list of participating agencies who have agreed to purchase fuel under the terms and conditions of the contract resulting from this RFP.
4. Yes the awards for this contract will be to a single vendor.
5. No.
6. Less than five percent (5%) of all transport loads are split locations.
7. Per Addendum - 1, Attachment F has been revised to include bills of lading and invoices for both diesel and unleaded fuel.
8. Per Addendum - 1, Attachment F has been revised to include bills of lading and invoices for both diesel and unleaded fuel.

Asked: 11/8/2021 10:30 AM (ET)

Florida's Warmest Welcome

E-03-22 Addendum 1
Port Consolidated, Inc.
Supplier Response

Event Information

Number: E-03-22 Addendum 1
Title: Unleaded Gasoline & Diesel Fuel
Type: Request for Proposals
Issue Date: 10/28/2021
Deadline: 12/6/2021 02:00 PM (ET)
Notes: The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), December 6, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to

https://www.pompanobeachfl.gov/meetings to find the link.

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Port Consolidated, Inc. Information

Contact: Don Carlton
Address: 3141 SE 14th Ave
Fort Lauderdale, FL 33316
Phone: (800) 683-5823
Email: dcarlton@portconsolidated.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Don Carlton
Signature

dcarlton@portconsolidated.com
Email

Submitted at 11/20/2021 10:48:24 AM

Requested Attachments

E-03-22 Proposal — RFP E-03-22 - Port Consolidated 1 of 2.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 100 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Response Attachments

RFP E-03-22 - Port Consolidated 2 of 2.pdf

RFP E-03-22 - Port Consolidated 2 of 2

Bid Attributes

1 Vendor Certification Regarding Scrutinized Companies Lists

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☑ Certified (Certified)

2 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)Indicate yes or no below with the drop down menu.

No

3	**Terms & Conditions** Check the box indicating you agree to the terms and conditions of this solicitation. ☑ Agree (Agree)

4	**Acknowledgement of Addenda** Check this box to acknowledge that you have reviewed all addenda issued for this solicitation. ☑ Yes (Yes)

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E (number), 03-22 Unleaded Gasoline & Diesel Fuel for Southeast Governmental Cooperative Group (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 SE 14th Avenue

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

On behalf of Port Consolidated, I would like to thank the City of Pompano Beach for the opportunity to participate in this RFP. Below you will find our official contact information.

Name of Firm: Port Consolidated
Physical Address: 3141 SE 14th Ave., Ft. Lauderdale, FL 33316
Mailing Address: PO Box 350430, Ft. Lauderdale, FL 3333
Corporate Website: www.portconsolidated.com
Corporate Phone: 800-683-5823
Corporate Fax: 954-527-1191
Point of Contact: Don Carlton, President
E-Mail Address: dcarlton@portconsolidated.com

Per the terms of the RFP, the following is a brief outline of Port Consolidated and its history:

- The company has been marketing petroleum products in Florida since 1967.
- We have locations in Miami, Ft. Lauderdale, Pompano, Riviera Beach, West Palm Beach, Fort Pierce, Fort Myers, Tampa, Orlando, Palatka, Jacksonville, and Fernandina Beach.
- Port Consolidated currently supplies a multitude of municipalities throughout the State of Florida for not only day to day supplies, but hurricane and emergency fuel as well.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.

- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, Metroplex, Colonial, Musket, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.

- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.

- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Miami • Ft.Lauderdale • West Palm Beach • Ft.Pierce • Orlando • Jacksonville • Tampa
www.portconsolidated.com

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, the following is a list of key personnel that will be assigned to this account:

- Customer Service – Fay Francisco, Linda Rogers, Jasmin Harris, Kyara Figueroa, Vanessa Burch, – 954-522-1182 – cspev@portconolidated.com
- Billing Inquiries – Kathy Coppola – billingfll@portconsolidated.com
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 800-683-5823 x1017

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr.English:

Per the terms of the RFP, the following is a brief description of the obligations of the Co-op participants.

1. All Participants' storage tanks must be registered accordingly with all local code enforcement agencies.
2. Participating agencies can order fuel Monday through Friday from 7:30 AM to 5:00 PM.
3. Orders will be accepted via phone, or e-mail. Automatic deliveries and/or weekly top-offs are recommended for tankwagon deliveries.
4. Orders in by 3 PM are guaranteed next day service.
5. Port Consolidated expects Co-op participates to pay within the defined terms of the agreement. Failure to do so may result in refusal of service.
6. Port Consolidated does not have volume purchase requirements for participating agencies. However, if an agency does not purchase product on a regular basis, we cannot guarantee supply during an emergency situation.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

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November 20, 2021

Jeff English
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Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our Contingency Plan of Action.

1. Port Consolidated has contracted with 4 different suppliers in Port Everglades for approximately 5 million gallons per month of diesel and 1 million gallons per month of gasoline.
2. Port Consolidated has contracted with 3 different suppliers in the Port of Tampa and Orlando for approximately 3 million gallons per month of diesel and 375K gallons per month of gasoline.
3. Port Consolidated also has active accounts in Port Everglades with 4 other suppliers.
4. Port Consolidated operates 13 different petroleum storage facilities in Florida that can hold up to 3 million gallons of product.
5. Port Consolidated has more rolling assets than any supplier in the State of Florida. We have the ability to shift those assets from one market to another depending on where the emergency needs arise.
6. Port Consolidated fills any/all petroleum storage available throughout its network prior to any named storm. This storage capacity will allow us continuous operation while the other terminals are not releasing product.
7. Port Consolidated operates 9 offices throughout the State of Florida. We have computer servers stored at a hurricane proof facility in Dade and Broward County. Our office can function from any one of our 9 offices throughout the State.
8. Port Consolidated has a fleet of mobile generators in stock to position at any of our locations that may experience a power outage.

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9. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
10. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 10 simple steps should allow us to function properly throughout a time of crisis.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

RFP E-03-22
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated *monthly* usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99,"Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".
- Bulk Diesel Fuel Exhaust Fluid (DEF)

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily ***OPIS*** price published in the "OPIS Contract Benchmark File" as described herein ***for the date of delivery of product*** to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	$ (+) 0.039	$ (+) 0.189
2	Diesel Fuel #2 Ultra Low Sulfur	$ (+) 0.039	$ (+) 0.189
3	Lump Sum Additional Delivery Charge for Deliveries beyond 30 mile radius of Port Everglades only.	$.Ø /each	$.Ø /each

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period, except as provided below.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30-mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane
3	Ultra Low Sulfur #2 Red Dye Diesel

4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol
7	Bulk Diesel Fuel Exhaust Fluid (DEF)

3. PROPOSER'S COST INCREASES AND SURCHARGES

The City may, in its sole discretion, allow for a temporary surcharge to be added to the differential proposed. If the cost of labor or diesel fuel are affected by extreme or unforeseen volatility in the cost of labor or diesel fuel that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Proposer's control; 2) the volatility affects the marketplace or industry, not just the particular successful Proposer's source of supply and/or labor; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Proposer's continued performance of the Contract would result in substantial loss. Any temporary surcharge would require irrefutable evidence and written approval by the City's Manager or their designee.

The successful Proposer and City shall negotiate a time frame for the temporary surcharge, and reevaluate the need for said surcharge upon the end of the negotiated time frame. Should the unforeseen volatility end, and the costs to the successful Proposer are reduced and no longer result in substantial loss, the temporary surcharge must be terminated. If it is determined that the additional unforeseen costs will not abate for the remaining duration of the contract term, the parties reserve the right to negotiate an amendment to the resulting agreement and the proposed differential.

4. TAXES:

4.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

4.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

5. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

5.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

5.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added.

5.3 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

6. INVOICING

6.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published ***OPIS*** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

7. ORDERING & PAYMENT:

7.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

7.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

7.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

7.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

7.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency
- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

9. OPIS MEMBERSHIP

Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer's pricing on an as needed basis.

10. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

10.1 LEGAL REQUIREMENTS:

A. Compliance with Laws and Codes: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from

responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. Independent Contractor Relationship: The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. Certifications, Licenses and Permits: Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

11. DELIVERY/RESPONSE TIME:

A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

12. SPILLAGE:

The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

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Jeff English
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Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, please see below quote for Additional Fuel Products:

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.199	+0.399
4	Biodiesel Fuel B5 **	+0.149	+0.249
5	Biodiesel Fuel B20 **	+0.149	+0.249
6	E85 Fuel Ethanol **	N/A	N/A
7	Bulk DEF	Same price as ULSD w/o tax.	Same price as ULSD w/o tax.
8			
9			
10	Premium UNL 93 Octane E-10	+0.099	+0.199

We will utilize the same OPIS Unbranded Rack Index as outlined in Section 2 of the RFP, "Pricing Methodology".

** Supply for items 4, 5, and 6 is not guaranteed due to market conditions.

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Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

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November 20, 2021

Jeff English
City of Pompano Beach
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Pompano Beach, FL 33060

Hurricane Supply Program - UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

For those members of the Co-op that may require additional hurricane supply, we are pleased to offer the following program:

1. Members may pre-purchase product in full truck load increments during the months of June, July, or August. Product will be priced using the same OPIS price model used for delivered product.
2. Product will be stored at a designated Port Consolidated facility for an additional fee of $0.59 per gallon. Product will be stored for up to 6 months.
3. Members can elect to take delivery of product at any time. There will be a delivery fee of .049 per gallon.
4. Product needs to be removed from storage and delivered by December 31st.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

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Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our firm's qualifications and experience along with a list of references:

Port Consolidated has been supplying fuel and lubricants throughout the State of Florida since 1967. We own and operate all of our own equipment, never having to rely on common carriers to deliver the products that we sell. Our customer service department, consisting of 15 representatives, is open Monday through Friday, 7:30 AM to 5:00 PM. In addition to that, we have 24 sales representatives out in the field to assist our customers with any/all technical questions.

Please see below a list of local references. We have serviced these entities over the years.

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County Fleet Services – Ross Meslin - 954-357-6492

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Second Amendment to Guaranteed Supply Agreement

This Second Amendment to Guaranteed Supply Agreement ("**Amendment**") is made by and between Port Consolidated, Inc. ("**PCI**"), a Florida corporation whose offices are located at P.O. Box 350430, Fort Lauderdale, FL 33335, and Marathon Petroleum Company LP ("**MPC**"), a Delaware limited partnership whose offices are located at 539 South Main Street, Findlay, Ohio 45840.

WHEREAS, MPC and PCI entered into a certain Guaranteed Supply Agreement dated December 30, 2019, as amended by the First Amendment to Guaranteed Supply Agreement dated October 8, 2020 (the "**Agreement**"), in which MPC agrees to sell and PCI agrees to purchase Products as described in the Agreement; and

WHEREAS, MPC and PCI desire to amend the "Quantity" section of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the foregoing recitals are incorporated herein by reference and as follows:

1. Except for the provisions of the Agreement specifically addressed in this Amendment, all other provisions of the Agreement will remain in full force and effect.

2. Capitalized terms used but not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.

3. The table in Section 3 labeled "Quantity" is hereby deleted in its entirety and replaced with the following table:

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Fort Lauderdale, FL - MPC Eisenhower Terminal Fort Lauderdale, FL - MPC Spangler Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	400,000	1,200,000
Orlando, FL - Kinder Morgan Taft Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	14,000	42,000
Tampa, FL - MPC Terminal Tampa, FL - Buckeye South Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	83,333	250,000
Fort Lauderdale, FL - MPC Eisenhower Terminal	DSL ULSD No 2 Clear DSL ULSD No 2 Dyed	Jan – Apr	500,000	1,500,000
		May	666,667	2,000,000
		June - Sept	916,667	2,750,000
		Oct - Dec	1,000,000	3,000,000
Orlando, FL - Kinder Morgan Taft Terminal	DSL ULSD No 2 Bio 0-5% Clear DSL ULSD No 2 Bio 0-5% Dyed	Jan - May	133,333	400,000
		June - Dec	200,000	600,000
Tampa, FL - MPC Terminal Tampa, FL - Buckeye South Terminal	DSL ULSD No 2 Clear DSL ULSD No 2 Dyed	Jan – Apr	316,667	950,000
		May	483,333	1,450,000
		June - Sept	583,333	1,750,000
		Oct	500,000	1,500,000
		Nov	416,667	1,250,000
		Dec	500,000	1,500,000
Fort Lauderdale, FL - MPC Eisenhower Terminal Fort Lauderdale, FL - MPC Spangler Terminal	90 Recreational	Jan - Dec	56,000	168,000

4. The effective date of this Amendment is January 1, 2021.

5. This Amendment constitutes the entire agreement among the parties regarding this subject matter and may be amended or modified only by a written instrument signed by each of the parties.

6. This Amendment supersedes any other prior agreements or understandings of the parties relating to the subject matter specifically contained herein and the parties are not relying on any statement, representation, promise or inducement not expressly set forth herein.

7. The parties may execute this Amendment electronically with the intent that such electronic signature will have the same effect as a handwritten original signature. By signing electronically, PCI and MPC acknowledge that they have read, understand and hereby agree to be bound by the electronic signatures applied to this Amendment in the same manner as if such parties had signed this Amendment with handwritten original signatures.

Each party is signing this Amendment on the date indicated with its respective signature.

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

By: Eric Fegley
Eric Fegley (Jan 8, 2021 09:24 EST)

Title: Region Manager

Port Consolidated, Inc.

By: Donald R Carlton Jr.
Donald R. Carlton Jr. (Jan 11, 2021 09:29 EST)

Title: President

PKM RJP ATR
PKM

Approved As To Form

METROPLEX
ENERGY

January 1, 2021

Mr. Don Carlton
President
Port Consolidated Inc.
P.O. Box 350430
Ft. Lauderdale, Florida 33335

Dear Don:

This letter agreement (the "**Agreement**") sets forth the terms pursuant to which Metroplex Energy Inc. ("**MXE**") offers to sell and provide to Port Consolidated ("**Port**"), and pursuant to which Port agrees to purchase, certain Products (as defined below) in the quantities and at the pricing set forth herein. Each of MXE and Port may be referred to individually as a "**Party**" and, collectively, as the "**Parties**".

If the contents of this Agreement accurately state your understanding of the business arrangement contemplated by the Parties herein, please execute and date in the space provided for below. The Parties' mutual execution of this Agreement will constitute the binding agreement of the Parties with respect to the transactions and subject matter contemplated herein.

This Agreement is entered into pursuant to and shall be governed by those certain General Terms and Conditions for Rack Sales attached hereto as **Exhibit A** and incorporated by reference (the "**General Terms and Conditions**"). In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in **Exhibit A**, the terms contained in the body of this Agreement shall control to the extent of such conflict. For the avoidance of doubt, the terms contained in the body of this Agreement shall be considered a "Confirmation" under the General Terms and Conditions and this Confirmation shall document a "Transaction."

TERM:

Table 1

Commencement Date	Expiration Date	Renewal Term Length (if any)
01/01/2021	12/31/2021	12 months

The initial term of this Agreement shall begin on the Commencement Date and end on the Expiration Date set forth in Table 1 (such period, the "**Initial Term**"). After expiration of the Initial Term, this Agreement shall automatically continue for the subsequent periods specified in Table 1 above (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless and until either Party provides the other Party with notice of its intent not to renew the Agreement no later than sixty (60) days' prior to expiration of the Initial Term or the then-current Renewal Term, as applicable.

Sales Terms:

MXE shall sell, and Port shall purchase, the products specified in Table 2 below (the "**Products**"), at the locations and in the quantities, and in accordance with the pricing formula, specified therein.

Table 2

Location	Product	Pricing (per gallon)	Volume (Monthly)
TransMontaigne Pt. Everglades South and/or North	ULSD		See Chart Below
	CONV-87-E10		250,000 Gallons
TransMontaigne and/or Buckeye Tampa/ and/or TransMontaigne Manatee	ULSD		See Chart Below
	REC 90		150,000 Gallons
Kinder Morgan Orlando (Taft)	ULSD		See Chart Below

Location to be determined at seller's discretion

Table 2 – continued -

	TPSI South Main/ North Backup	TPSI Tampa Main/Manatee Backup/ Buckeye Tampa Back Up	Kinder Morgan Main/ Tampa Back Up.
2021	ULSD	ULSD	ULSD
Jan	3,500,000	1,500,000	400,000
Feb	3,500,000	1,500,000	400,000
Mar	4,000,000	1,500,000	400,000
Apr	4,000,000	1,500,000	400,000
May	3,500,000	1,000,000	400,000
Jun	1,750,000	500,000	100,000
Jul	1,750,000	500,000	100,000
Aug	1,750,000	500,000	100,000
Sep	1,750,000	500,000	100,000
Oct	1,750,000	1,000,000	100,000
Nov	1,750,000	1,000,000	100,000
Dec	1,750,000	1,000,000	100,000
	30,750,000	12,000,000	2,700,000

Pricing Indices will be as follows:

- CBOB-83.7
- PBOB-91.4 :
- Ethanol
- D6 CY RIN
- ULSD =
- Gallons will be billed off Net

Saturday, Sunday and Monday lifting's will be priced the same. Daily pricing will run Midnight to Midnight.

SPECIFICATIONS: All Products shall comply with the Kinder Morgan CFPL specifications in Florida.

RATABILITY: Port's obligation to buy and take delivery of product hereunder shall be subject to the daily and monthly tolerances specified in Table 3 below. For the avoidance of doubt, MXE shall have no obligation to sell or deliver to Port any amount in excess of the daily tolerances or monthly tolerances specified in Table 3.

Table 3

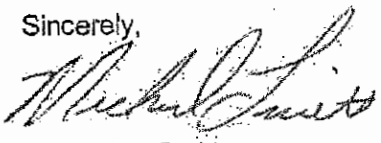
Product	Daily Tolerances	Monthly Tolerances
ULSD and All Gas Products	+/- 20%	+15% -10%

The Daily Tolerance percentage shall be based on an expected daily volume calculated as follows: [Monthly Volume x 12] ÷ 365

AVAILABILITY: If for any reason Port, fails to take on schedule, delivery of eighty-five percent (85%) of its aggregate monthly minimum loading quantity for in any month, MXE, at its discretion and without prejudice to any other rights or remedies which Port may have, will be entitled to invoice Port and Port will pay, as liquidated damages an amount equal to $.0200 multiplied by the difference between the volume of product delivered in the applicable month and ninety percent (90%) of the committed volume for such product (in gallons); provided however the product was reasonably available to Port.

Metroplex Energy appreciates your business and looks forward to a continued and mutually-beneficial business relationship. If you agree to the terms contained in this Agreement, please indicate your acceptance by countersigning below.

Sincerely,



Michael A. Smith
Executive Director Marketing
Metroplex Energy, Inc.

FUEL PURCHASER AGREEMENT

THIS FUEL PURCHASER AGREEMENT (the "Agreement") is entered into this 26th day of October, 2021 by and between PORT CONSOLIDATED, ("Fuel Purchaser"), and MUSKET CORPORATION, an Oklahoma corporation ("Musket").

A. Musket, among other things, is in the business of selling and transporting petroleum products and fuel; and

B. Fuel Purchaser desires to buy and Musket desires to sell the products described herein to Fuel Purchaser all under the terms and conditions set forth herein.

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Musket and Fuel Purchaser hereby agree as follows:

Fuel Purchaser Contact Person: Don Carlton
Email address: dcarlton@portconsolidated.com
Mobile Phone No.: (954)-275-1967
Address: 3141 SE 14 Ave. Fort Lauderdale, FL. 33316

COMMERCIAL TERMS

Site	Product	Monthly Volume	Pricing
Transmontaigne/Metropl ex Terminal – Tampa T-59-FL-2101- TransMontaigne - Tampa	No2 ULSD	500,000 Gallons	
Motiva Terminal – Port Everglades T-65-FL-2452-Motiva Enterprises LLC	No2 ULSD	500,000 Gallons	

Any change of pipeline rates, additive costs or fees, will result in a change to the Platt's add-on rate at the delivery point.

TERM OF AGREEMENT: December 1st, 2021 through November 30th, 2022 (the "Term")

PAYMENT TERMS: EFT NET 10 Days from date of invoice

EFFECTIVE DATE: The "Effective Date" of this Agreement shall be the date first set forth above, notwithstanding the date of execution by the parties; provided, however, that deliveries of Product hereunder shall not commence until the later to occur of the following: (a) the date a Product order is placed by Fuel Purchaser, or (b) the first date of the Term (stated above).

ACKNOWLEDGEMENT: Fuel Purchasers affirms that they have read and agree to the terms listed herein will serve as general terms to future fuel sales and Fuel Purchaser acknowledges that he has had a reasonable opportunity to read and has read and understood the terms and conditions of this Agreement.

ENTIRE AGREEMENT: This Agreement and the Provisions of Agreement attached hereto constitute the entire agreement between the parties relating to the subject matter hereof and can only be revised or amended in writing, signed by both parties.

[SIGNATURES TO FOLLOW]

EXECUTED by the parties to be effective as of the Effective Date.

Fuel Purchaser

By: _____

Its: President

Date: 11-18, 2021

Musket Corporation,
An Oklahoma Corporation

By: _____

Its: Vice President

Date: _____, 2021

PROVISIONS OF AGREEMENT

The Commercial Terms and these Provisions of Agreement are collectively referred to as the "Agreement". This Agreement shall control over any purchase order, delivery sheet or other document used by Fuel Purchaser, regardless of whether or not such document is signed by an employee of Musket Corporation.

1. **PRICE ADJUSTMENTS.** In the event fuel prices are to be determined by reference to an index, the price for each product shall be that first published on the date of delivery. Fuel Purchaser acknowledges that the prices of product sold under this Agreement, if stated in a dollar and cents figure, are based upon consideration of several factors and, as such, are subject to increase or decrease by Seller, in its sole discretion, at any time during the Term of this Agreement, without prior written notice to Fuel Purchaser. If such Product Distribution Costs change over the life of this Agreement, Musket, in its sole discretion, at any time during the Term of this Agreement, with prior written notice to Fuel Purchaser may change the Differential used in calculating the price to reflect the changes in the Product Distribution Costs. In the event any increase in price is unacceptable to Fuel Purchaser, Fuel Purchaser may elect to *immediately* discontinue future purchases hereunder, *only as to the product or products for which the price was increased*; provided that, Fuel Purchaser timely makes such election in accordance with any requirement of Musket in such regard, it being understood that Fuel Purchaser may discontinue the purchase of other products hereunder and/or terminate this Agreement only upon thirty (30) days prior written notice to Seller.

2. **TAXES.** Fuel Purchaser shall be responsible for any and all taxes arising from or related to the transactions contemplated by this Agreement, including but not limited to, all domestic and foreign taxes and duties now or hereafter imposed directly or indirectly: (i) on fuel products purchased by Fuel Purchaser hereunder and (ii) on the production, manufacture, transportation, purchase, sale, use or handling of such fuel products, of any material contained in such fuel products, or of any material from which such fuel products are wholly or partly refined or manufactured. Upon receipt of any invoice, bill or assessment related to such taxes or duties, Fuel Purchaser shall promptly and timely pay the same.

3. **INDEMNITY.** To the extent permitted by applicable law, Fuel Purchaser hereby agrees to defend, indemnify and hold harmless Musket, its parent, subsidiaries, affiliates and related companies, and the partners, officers, directors, members, employees and representatives of any of the foregoing, from and against any and all liabilities, claims, liens, damages, fines or penalties, losses, judgments, costs and expenses (including attorneys fees and court costs), of whatever kind or nature and in any manner directly or indirectly arising out of, in connection with or resulting from (i) any breach of this Agreement or the performance of its obligations under this Agreement by Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, (ii) the negligence (whether active or passive) of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, and (iii) the willful misconduct of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, it being understood that Fuel Purchaser's obligations hereunder shall not apply to liabilities caused by the sole or gross negligence or willful misconduct of the indemnified party. Musket may participate in any investigation or defense of any claim or action hereunder and may, at its option, notwithstanding the foregoing indemnity, elect to conduct any investigation or litigation

regarding a claim for which it is indemnified hereunder through counsel of its own choosing and expense. This indemnification shall survive the expiration or termination of this Agreement.

4. **MANNER OF PAYMENT; DEFAULT IN PAYMENT.** All payments hereunder shall be made by Fuel Purchaser in U.S. dollars, without discount, deduction or offset of any kind, and in accordance with the other terms of this Agreement. If at any time, in Musket's opinion, Fuel Purchaser's creditworthiness becomes impaired or otherwise unsatisfactory, Musket may require that Fuel Purchaser (i) make only cash payments for products hereunder and/or (ii) provide such security, as Musket determines necessary or desirable, for Fuel Purchaser's payment and performance under this Agreement. Upon Fuel Purchaser's failure to timely pay any amount due to Musket hereunder, such amount shall (i) accrue interest at the rate of eighteen percent (18%) per annum and (ii) be subject to a late charge equal to ten percent (10%) of the outstanding sum due. The accrual of interest on such amounts and such late charge shall not prejudice any other remedies available to Musket under this Agreement or applicable law.

5. **TERMINAL ACCESS.** Musket shall provide to Fuel Purchaser such keys, cards, or identification numbers (each an "Access Item"), as may be necessary, from time to time, to enable Fuel Purchaser to enter Musket's terminal or to load product at any such terminal. Access Items shall be used only by Fuel Purchaser and its authorized employees or representatives, as permitted by Musket. Fuel Purchaser shall reimburse Musket for (i) any costs incurred by Musket in replacing any Access Item and/or securing any terminal of Musket after Fuel Purchaser's loss of an Access Item and (ii) any loss, cost or expense arising from or related to Fuel Purchaser's loss of any Access Item or the unauthorized use of an Access Item provided to Fuel Purchaser. Fuel Purchaser shall not permit any Access Item to be duplicated without Musket's prior written consent and all Access Items shall be immediately returned to Musket upon termination of this Agreement.

6. **DELIVERY.** Unless otherwise agreed in writing by the parties, delivery of product to Fuel Purchaser shall be deemed complete when products, properly consigned, are placed free on board ("FOB") tank cars, transport trucks, tank wagons, or other vehicles. If Musket is to deliver product at Fuel Purchaser's location, Fuel Purchaser hereby authorizes any janitor, superintendent, caretaker or other purported agent of Fuel Purchaser at such location to sign receipts for deliveries on its behalf. Such signed receipts shall be binding upon Fuel Purchaser and may be relied upon by Musket. Fuel Purchaser shall provide Musket with all necessary access to such delivery location and all necessary hose connections, without delay. In the event Musket delivers product to Fuel Purchaser hereunder in carload, transport truck or tankwagon lots, such delivery shall be deemed in compliance with this Agreement if the actual volume of product delivered is within ten percent (10%) of that required hereunder for such delivery. In any event, Fuel Purchaser shall be charged only for the actual volume of product delivered.

7. **ACCESSORIAL AND OTHER CHARGES.**

7.1 Tank Cars. The party responsible for transloading fuel product purchased hereunder (whether conducted by such party or at its direction) shall be solely responsible for any and all destination rail carrier accessorial charges for any fuel shipment hereunder. Additionally, if Fuel Purchaser (or a third party at its direction) is responsible for transloading and fails to offload a Musket owned or leased tank car and release the same to the rail carrier within three (3) days of carrier placement or a constructive placement event, Fuel Purchaser shall be assessed a charge equal to $25.00 per day / per car for each day a car is detained beyond such three (3) day period, with such charges to be paid to Musket on demand.

7.2 Trucks. Prices of fuel product under this Agreement are based on product offloading times not exceeding one (1) hour per full truckload, commencing at the time any such truck arrives at the offloading destination. In this regard, if Fuel Purchaser fails to unload any truck within such one (1) hour period, Fuel Purchaser shall be responsible for any additional expense or charges incurred by Musket as a result of such detention beyond such hour.

7.3 Terminal and Tariff Increases. Fuel Purchaser shall reimburse Musket for cost increases or additional charges arising from the applicable terminals, racks or increased tariffs. Fuel Purchaser shall promptly reimburse Musket or pay directly (as the case may be) any charges for which it is responsible hereunder upon receipt of an invoice or demand therefore. In no event shall Fuel Purchaser be entitled to deduct or offset any amounts due Musket hereunder.

8. RATABLE LIFTING. If the term of this Agreement extends beyond one (1) calendar month, the following shall apply:
Lifting; Volume Tolerance: Fuel Purchaser shall lift ninety percent (90%) percent (but in no event more than one-hundred and ten percent (110%)), of the aggregate total monthly contract volumes ("MCV") of fuel purchased under this Agreement by the end of each calendar month, on a ratable basis (*i.e.* with the monthly volume being lifted in approximately equal amounts each day of a calendar month, as practical). Should Fuel Purchaser not lift at least ninety percent (90%) of the aggregate total MCV for any calendar month, Fuel Purchase shall be charged the price described herein for each gallon of fuel below ninety percent (90%) of the MCV. Upon the expiration this Agreement, if Fuel Purchaser has not lifted ninety percent (90%) of the aggregate total quantity of fuel under this Agreement, Fuel Purchaser shall remain responsible for all unlifted gallons and will charged the price stated herein for each such gallon.

9. CAPACITY – ABILITY TO PERFORM. If Musket determines, in its sole discretion, that its ability to perform under this Agreement is significantly impaired or impractical, as to one or more products, for any reason whatsoever, upon written notice to Fuel Purchaser, Musket shall be relieved of any and all obligations hereunder (as to such product or products). In such event, Musket shall not be liable for any claims, damages or liabilities resulting from or in any way related to a delay in delivery, or non-delivery, of product to Fuel Purchaser. Nothing in this Section 10 shall be construed to extend the Term of this Agreement or to relieve Fuel Purchaser of its obligation to (i) pay for product actually delivered or (ii) otherwise perform under this Agreement.

10. FORCE MAJEURE. Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond such non-performing party's reasonable control, including, but not limited to, Acts of God, natural disaster or severe weather conditions, war, strikes, riots, picketing or other labor troubles or disputes, malicious mischief, civil commotion, the inability to procure materials, shortages, government restrictions, performance failures of third parties upon which the non-performing party relies in its performance hereunder, and the total or partial failure of transportation facilities customarily available to such non-performing party shall not be deemed a breach of this Agreement.

11. LIMITED WARRANTY AND LIMITATION OF DAMAGES. BEYOND THE BASIC DESCRIPTION OF THE PRODUCT BEING SOLD TO FUEL PURCHASER UNDER THIS AGREEMENT, MUSKET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, CONDITION, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT BY OR ANY OTHER MATTER RELATING TO THE PRODUCT. FUEL PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE REPLACEMENT OF THE NONCONFORMING PRODUCT. IN ANY EVENT, MUSKET

SHALL NOT HAVE ANY RESPONSIBILITY TO FUEL PURCHASER FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS OR ANTICIPATED PROFITS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, PURCHASE, USE, PERFORMANCE OR NONCONFORMANCE OF PRODUCT HEREUNDER. TO THE EXTENT PERMITTED BY LAW, THIS DISCLAIMER OF LIABILITY WILL NOT BE AFFECTED OR IMPAIRED IF THE REMEDY PROVIDED HEREUNDER SHALL FAIL OF ITS ESSENTIAL PURPOSE.

12. CLAIMS; REQUIRED NOTICE. Fuel Purchaser must notify Musket in writing of any claim for breach of the limited warranty provided in this Agreement within two (2) business days after delivery of the product at issue, it being agreed that Fuel Purchaser's failure to provide timely written notice shall constitute Fuel Purchaser's waiver of any such claim. Fuel Purchaser shall allow Musket reasonable opportunity to inspect the product at issue; provided that, if delivery of product is made in equipment furnished by Musket, notice of any claim and the reasonable opportunity to inspect shall be given prior to such product being unloaded. Fuel Purchaser shall immediately notify Musket in writing if any equipment used to deliver product is leaking or is otherwise not in good condition and repair.

13. FUEL PURCHASER'S INSURANCE. If Fuel Purchaser, its agents, employees or contractors, will at any time during the Term of this Agreement pick up product purchased hereunder at any terminal, transload site, or other premises owned, leased or operated by Musket, Fuel Purchaser shall procure and maintain in full force and effect during the Term, the following policies of insurance:

Commercial General Liability Insurance (including blanket contractual liability), insuring Fuel Purchaser against any liability for injury or death to a person or persons, and for damage to or destruction of property occasioned by or arising out of or in connection with Fuel Purchaser's performance under this Agreement, with a combined single limit of not less than $5,000,000.00 per occurrence and in the aggregate.

Workers' Compensation Insurance for each of Fuel Purchaser's employees performing under this Agreement, with coverage in accordance with applicable statutory requirements and

Employer's Liability Insurance with limits of not less than $1,000,000.00 per accident or illness.

Business Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with Fuel Purchaser's performance under this Agreement, with a combined single limit of not less than $1,000,000.00 per occurrence and Supplemental Environmental

Automobile Liability ("SEAL") Insurance covering losses resulting from claims for bodily injury, property damage or clean-up costs caused by a pollution release from transported cargo, regardless of the location of such occurrence.

Each policy required hereunder (i) shall be carried with a reputable insurance carrier licensed to do business in the states in which the terminals, transload sites or other premises at which product is being picked-up by Fuel Purchaser are located, (ii) shall include waiver of subrogation in favor of Musket, (iii) shall apply as primary insurance without contribution from any other insurance or self-insurance programs afforded to or maintained by Fuel Purchaser (and shall not require the exhaustion of coverage), and (iv) shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in limits except after thirty (30) days prior written notice to Musket. All general liability or property damage insurance shall name Musket as an additional insured, with proceeds payable first to Musket to the extent of liability, if any, and the balance to

Fuel Purchaser. The proceeds of fire, theft or other casualty insurance shall be payable to Musket, as loss payee, with respect to the loss suffered thereby. Fuel Purchaser shall furnish Musket with certificates of insurance and original endorsements affecting coverage required by this Section 13 prior to performing hereunder and, from time to time, as applicable, certificates evidencing renewal of such policies no less than thirty (30) days prior to the expiration thereof. Musket shall have no duty to examine any certificate or other evidence of insurance or to advise Fuel Purchaser in the event that any insurance is not in compliance with this Section 13. That notwithstanding, should Fuel Purchaser fail to obtain any insurance policy required to be obtained hereunder, or furnish proof thereof, Musket may (but shall have no obligation to) obtain such insurance, at Fuel Purchaser's expense and Fuel Purchaser shall reimburse Musket for the same on demand. All such sums not paid to Musket within ten (10) days of demand therefore shall accrue interest at the rate of eighteen percent (18%) per annum until paid in full, it being understood that accrual of interest on such amounts shall not prejudice any other remedies which may be available to Musket. Self-insured retentions, if any, shall not exceed Five Thousand Dollars ($5,000.00), unless a larger amount is approved by Musket, in its sole discretion. That notwithstanding, in all instances of self-insured retention in excess of Five Thousand Dollars ($5,000.00), Fuel Purchaser shall furnish to Musket a certificate of excess liability coverage. Insurance coverage required under this Agreement shall be additional security for the obligations assumed by Fuel Purchaser hereunder and in no event shall the types of insurance or limits of coverage required hereunder be deemed to limit any obligation or liability assumed under this Agreement.

14. NOTICE. All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail, return receipt requested, postage prepaid, (ii) facsimile or (iii) nationally recognized overnight courier service, addressed to the respective party as set forth on the first page of the Agreement (unless written notice of change thereof is provided). Notice shall be deemed given on the earlier of (i) actual receipt, (ii) three (3) business days after deposit in the U.S. Mail, (iii) the date of facsimile delivery/receipt confirmation, or (iv) the first business day after deposit with an overnight courier. Any notice or communication not received because of change of address, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received on the date of attempted personal delivery or on the date, as indicated above, for other permitted methods of delivery.

15. MISCELLANEOUS. This Agreement and the legal relations between the parties shall be governed by the laws of the State of Texas without giving effect to any conflict of law provision (whether of the State of Texas or any other jurisdiction) that would cause the application of the law of any other jurisdiction. No waiver by Musket of any breach or default of any provision of this Agreement shall waive any subsequent breach or default of the same or any other provision. Fuel Purchaser may assign its rights under this Agreement only upon the prior written approval of Musket and, notwithstanding any such assignment, Fuel Purchaser shall not be released from its obligations hereunder, absent Musket's written agreement to the contrary. This Agreement may be executed in one or more counterparts, and by facsimile, all of which counterparts shall be considered one and the same agreement. In any action to enforce or defend this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs associated therewith.

Chevron

Our Family of Brands

Product Sales Contract
(Reseller)

This contract is dated **August 26, 2021**, and is between **Chevron Products Company**, a division of Chevron U.S.A. Inc. ("Seller"), and **PORT CONSOLIDATED INC** ("Buyer").

Seller and Buyer agree as follows.

1. TERM. The term of this contract shall commence on **September 01, 2021**, and shall end on **August 31, 2022**, unless sooner terminated by either party in accordance with the provisions of this contract.

2. PRODUCTS AND QUANTITIES. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of fuel specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.

3. PRODUCT QUALITY. The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.

4. PRICE. The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).

5. PAYMENT AND FINANCIAL RESPONSIBILITY. Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

   Buyer shall, except at Seller's option, pay Seller cash before delivery for products purchased hereunder.

   Buyer acknowledges the importance of payment within the terms specified when credit is extended and agrees that past due amounts shall bear interest at the rate of 18% per year or the maximum rate permitted by the state of Buyer's address for notices as specified in Exhibit A of this contract, whichever is less. If Buyer fails to make payment within the specified terms, such failure shall, at Sellers's option, be deemed a breach of this entire contract and, in addition to such other remedies as it may have, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment (including payment of all amounts then outstanding for products delivered by Seller to Buyer hereunder) is received, or to terminate this contract. The acceptance of any payment by Seller after the due date shall not waive any of Seller's rights hereunder nor shall such withholding of deliveries or termination of this contract affect any obligation of Buyer hereunder. If credit is extended to Buyer by Seller, the buyer shall periodically provide to (Chevron) that financial information or security deemed

necessary by (Chevron) to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to (Chevron) in the sole judgment of (Chevron), advance cash payment or security satisfactory to (Chevron) shall be given by the buyer on demand by (Chevron) and shipments/deliveries may be withheld until such payment or security is received.

Seller's terms of payment are subject to change without notice at the discretion of Seller.

6. TAXES. Any tax, duty, toll, fee, impost, charge, exaction, or other obligation, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied, assessed, or required by any governmental authority upon, measured by, incident or related to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract, shall, if collectible, payable, accountable, managed, or administered by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.

7. DELIVERIES. Diesel fuel deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A. Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition, that vehicles are in compliance with all applicable terminal procedures, policies, rules or requirements in effect at the time of delivery, and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable policies, procedures, rules and requirements as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.

8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.

9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply/demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.

10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligations under this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer),

directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract, or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.

12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:
    - "Seller and its affiliates" means Seller, its divisional parent company Chevron U.S.A. Inc., and the subsidiary and affiliated companies of each of them.
    - "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
    - "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
    - Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
    - "A or B" means "A or B or both."

13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California, or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).

14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.

15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.

16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.

17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.

18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

19. NOTICES. Notices to be given under this contract shall be in writing and delivered by mail, in person, or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.

20. TERMINATION. Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.

21. WARRANTY. Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

22. DISCRETIONARY SALES. Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

Chevron Products Company,
a division of Chevron U.S.A. Inc.

By: _____

Thanh Nhan Nguyen Attorney in Fact

Buyer

PORT CONSOLIDATED INC

By: _____

Title: President

Donald R. Coulton Jr.

Chevron

Texaco Chevron Caltex
Our Family of Brands

EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear ($/gal)	DIFF Dyed ($/gal)
1021	FT LAUDERDALE FL TRM CHEVRON	Truck Rack	CALCO (Unbranded) ULS CONV DF2	300,000	330,000		1		
1107	ORLANDO FL TRM KINDER MORGAN	Truck Rack	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	250,000	275,000		1		
1022	TAMPA FL TRM CHEVRON	Truck Rack	CALCO (Unbranded) ULS CONV DF2	150,000	165,000		1		

Pricing Provisions:

1. The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using **prior day** pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.

   For Platt's or OPIS spot market based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open. For OPIS Rack based pricing whereby OPIS generally posts a quote value Monday – Saturday including most holidays, Chevron will not update the OPIS rack quote value on Saturdays and the following holidays:

   New Year's Day (observed)
   Memorial Day
   Independence Day (observed)
   Labor Day
   Thanksgiving Day
   Christmas Day (observed)

   The quote value used for pricing based on these dates will be the quote from the prior weekday.

Notice Addresses:

Seller:
Chevron Products Company
Attn: Shari Ruelas, CP Americas General Manager
1500 Louisiana Street
Houston, TX 77002

Tel: (832) 854-2587

Buyer:
PORT CONSOLIDATED INC
Attn: Don Carlton
3141 SE 14TH AVENUE
FT. LAUDERDALE, FL 33316
US

Tel: (800) 683-5823 xt 233

FLORIDA

Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
12/18/20

CONSOLIDATE OIL
PORT CONSOLIDATED INC
PO BOX 350430
FORT LAUDERDALE FL 33335-0430

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.

FLORIDA

Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
12/18/20

License Number: 795718
FEIN Number: 59-1173292

Expiration Date: 12/31/2021

License Activity: Pollutants-Producer
Wholesaler
Importer
Carrier
Exporter

CONSOLIDATE OIL
PORT CONSOLIDATED INC
PO BOX 350430
FORT LAUDERDALE FL 33335-0430

License is Not Transferable – It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.

Location:

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Please be advised. For those municipalities that wish to haul their own product, Port will deduct $0.01 per gallon from the standard delivered transport offering.

Port Consolidated also has the ability to arrange for "Fixed Price" fuel contracts. These programs will allow municipalities to budget their fuel costs without having to combat day to day market volatility.

Please see the attached "Fixed Price" Supply Agreement. Pricing or quotes for such programs change by the minute. We would prefer to quote accordingly if and when the need arises.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Port Consolidated
3141 SE 14th Ave.
Fort Lauderdale, FL 33335

Exhibit A

Petroleum Product
Sales/Purchase Agreement

SUBJECT TO THE TERMS AND CONDITIONS OF THIS SALES/PURCHASE AGREEMENT, BUYER AGREES TO PURCHASE AND SELLER AGREES TO SELL AND DELIVER THE FOLLOWING PRODUCT(S) AT THE PRICE(S) AND IN THE QUANTITIES (TO BE PULLED RATABLY THROUGHOUT THE DELIVERY PERIOD) AS SET FORTH IN THIS AGREEMENT.

ACCEPTED AND AGREED TO ON

Buyer:	**Seller: PORT CONSOLIDATED**
Attn:	Attn: JOSEPH R. SISKA
Title:	Title: CFO / TREASURE
Phone:	Phone: 954-522-1182 x233
Fax:	Fax: 954-527-1191
By: _____	By: _____
Print Name:	Print Name: Donald Carlton, Jr.
Title: Owner	Title: President

1. F.O.B. Delivery Point(s)	Monthly Gallons	Product

2. Payment Terms: Payment Net 15 Days from date of bill of lading. All payments shall be made in US Dollars. Volume shall be determined solely by the terminal net bill of lading or certified meter reading.

3. Term: The Term of this Agreement shall be for a period of _____months, beginning on _____ and ending on _____.

4. Price:

5. Credit: Upon request Buyer will promptly furnish to Seller financial statements, references from banks and trade organizations and any other information requested by Seller. Buyer represents and warrants that all financial statements or similar documents provided by Buyer to Seller (previously or hereafter) (i) do or will fairly present in all material respects Buyer's financial condition as of the date of such documents; (ii) have been prepared in accordance with U.S. generally accepted accounting principles and (iii) if audited, have been certified without reservation by a firm of independent public accountants. Seller shall determine a credit limit ("Credit Limit") for Buyer. Buyer agrees that it shall not contract for Product(s) in excess of its Credit Limit. Buyer shall have the right to contract for amounts reflecting the difference between the Credit Limit and any amounts due and owing to Seller. Seller in its discretion may require Buyer to make a good faith deposit at initiation of this Agreement to secure Buyer's performance. [Alternative: Seller in its discretion may require Buyer to make several deposits on demand during the Term of the Agreement to secure Buyer's performance.] Such deposit(s) will constitute credit against future delivery and may be applied against one or more invoices (exclusive of taxes) in Seller's discretion. Seller has the right to use any deposit(s) to set off against any obligations of this Agreement in the event Buyer defaults, becomes insolvent or files for bankruptcy.

6. Taxes/Fees: Buyer acknowledges that taxes and fees are not included in the price set forth above, shall be billed as a separate line item and are subject to change from time to time without notice. Buyer further acknowledges that it is responsible for paying on demand any and all (a) costs and expenses for transportation from the designated supply point(s) set forth herein and (b) taxes, duties, charges, assessments and fees (including without limitation superfund and environmental fees) imposed, directly or indirectly, now or hereafter on, against, in respect of, or measured by the Product(s), or any material contained in the Product(s), or related to inspection, production, manufacture, sale, use, purchase, storage, transportation, delivery, or

other handling of the Product(s) or material contained in the Product(s), or any feature thereof, or otherwise relating to this Agreement. The parties specifically agree that the preceding sentence shall apply regardless of any other term or condition contained herein or any other agreement between the parties. Should Buyer claim exemption from any taxes, Seller is under no obligation to verify such status and Buyer shall indemnify Seller pursuant to Paragraph 15 in the event Buyer is or was not exempt from such taxes.

7. Specification: Per Seller specifications.

8. Quantity/Volume: Buyer shall purchase 100% of Monthly Gallons per each Delivery Point. Buyer is required to lift Product(s) ratably on a weekly basis at all Delivery Points.

9. Ratable Usage: During each calendar month of this Agreement, Buyer is required to lift each Product on a ratable basis by the week at any or all of the delivery points. The weekly ratable volume for each Product by delivery point is 7/30 of the maximum monthly volume (defined as one twelfth of Purchaser's yearly commitment or otherwise computed on a pro rata basis based on the number of months of this Agreement) specified for each delivery point.

10. Default and Remedies: For the purposes of this Agreement, Buyer's default includes (a) the making of any false or misleading representation in this Agreement and (b) the failure to observe or comply with any provision or covenant in this Agreement. In the event of Buyer's default, Seller may seek all legal and equitable remedies, including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code. Seller may also seek its attorneys' fees, costs and expenses incurred in connection with Buyer's default. In addition, in the event that any invoice is not paid when due or Buyer takes delivery in violation of Buyer's Credit Limit, Seller may at its option (i) suspend or condition further deliveries or (ii) terminate this Agreement, without notice or demand, and all unpaid balances shall be immediately due and payable. In the event Buyer fails to take delivery of any portion of any Product(s) during the Term, including non-delivery as a result of Buyer's default, Buyer agrees to pay Seller immediately Seller's lost profits on the undelivered quantity of Product(s). All amounts not paid when due shall bear interest at __% per annum and shall be payable with all costs of collection, including, without limitation, Seller's attorneys fees, costs and expenses. Upon the occurrence of any default, Seller may set off against the indebtedness of any amounts owing by Seller to Buyer, whether or not those amounts are immediately payable. Seller shall have the right to require the Buyer to take possession of the Product with or without demand and with or without process of law and the right to sell or dispose of the Product.

11. Notices: Any notice, request or other communication required or permitted by or pertaining to this Agreement ("Notices") shall be in writing and issued to the addresses as listed above. Notices shall be delivered by (a) by a nationally recognized courier or messenger service with confirmed delivery, (b) personal service or (c) first class mail prepaid. Notice using the methods set forth in (a) or (b) shall be deemed effective if delivered between 9AM (EST) and 5PM (EST) ("Business Hours") on a day on which commercial banks are open for business ("Business Day"); any notices delivered after Business Hours or on a non-Business Day shall be deemed delivered as of 9AM (EST) on the first succeeding Business Day. Notices by first class prepaid mail shall be deemed received 5 calendar days after mailing. Refusal by a party to accept notice shall not affect its validity.

12. Allocation: Seller, in its sole discretion, may decide to allocate or limit quantities of Product(s) available for sale. In such instance, Seller shall exercise reasonable efforts to provide all of its buyers with allocations of Product(s) reflecting amounts purchased previously on a regular basis prior to allocating any Product(s) to non guaranteed quantity purchase customers and/or new customers.

13. Over Lifting: For purchases of Product(s) exceeding the amounts set forth in Section 1 above, the Buyer shall be charged in accordance with current Port Consolidated delivered prices.

14. Non-Reliance: Buyer represents that is entering into this Agreement as a principal (rather than as agent of any person or entity) and has made its own independent decisions to enter into this Agreement. Buyer is not relying on any communication (written or oral) of Seller as a recommendation to enter into this Agreement. Buyer is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

15. Warranties: Seller warrants that Product(s) delivered to Buyer will conform to the description(s) set forth on page 1 of this Agreement. This is Seller's sole warranty. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCT(S) PURCHASED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SPECIFICALLY EXCLUDED.**

16. LIMITATION OF LIABILITY: SELLER DISCLAIMS AND BUYER HOLDS SELLER HARMLESS FROM AND AGAINST ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OF LIABILITY ARISING FROM USE OF THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Seller shall not be liable for damages, whether arising from performance of Seller's obligations under this Agreement, tort (negligence), or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all liability, losses, damages, costs, claims, lawsuits, judgments, settlements and expenses, including without limitation, reasonable attorneys fees, costs and expenses arising or related to this Agreement or Seller's performance under this Agreement. Buyer assumes all risk and liability for and shall indemnify and hold Seller harmless from and against any and all loss, damage or injury to persons or property (whether to Buyer or third parties) arising out of the ownership, use, custody, control or disposition of the Product(s) by Buyer, its agents and employees or by any third parties.

17. Risk of Loss and Title: Identification of the Product(s) shall occur the Agreement is effective. Risk of loss passes to Buyer on identification. Title of the Product(s) shall pass to Buyer on physical possession.

18. Defects: Buyer shall within 2 days advise Seller of any alleged defect or failure to conform with specifications. If the parties agree that the Seller is responsible, at Seller's option (a) the defective Product(s) shall be returned at Buyer's expense, properly safeguarded against normal transit

risks as required by Seller, for replacement by Seller or (b) the parties shall negotiate a mutually acceptable amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Buyer's failure to notify Seller of any alleged defect or failure to meet specification within 2 days shall constitute a complete waiver of any claim with respect to defects or failure to conform and Buyer's release and covenant not to sue Seller with respect to any such claim.

19. Acceptance: Buyer's acceptance of delivery of Product(s) shall constitute irrefutable evidence of its agreement to the terms and conditions set forth herein.

20. Responsibility to Warn and Report: Buyer assumes all responsibility for (a) warning and protecting its personnel and any third parties of all hazards to persons and property related to the Product(s) and (b) complying with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 USC Sections 11001-11049 resulting from the presence of chemicals under this Agreement.

21. Applicable Law/Forum/Jury Waiver: This Agreement is governed by and shall be construed under the laws of the State of Florida without reference to conflicts of laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings") each Party irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court located in Broward County; (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, (c) waives any claim that such Proceedings have been brought in an inconvenient forum and (d) further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. INSOFAR AS PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT. The prevailing party in any litigation between the parties shall be entitled to recover reasonable costs including external attorneys fees.

22. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

23. Assignment: Neither Party shall assign this Agreement without the consent of the other Party hereto. Any such attempt to assign this Agreement shall be null and void. Nothing herein shall confer or is intended to confer on any person or entity which is not a party to this Agreement any rights or benefits under this Agreement.

24. Amendment: This Agreement shall not be modified or amended, except by written instrument duly executed by officers or other duly authorized representatives of the respective Parties. Notwithstanding the foregoing, Buyer agrees that Seller may modify the terms of this Agreement at any time to comply with changes in applicable law. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meanings of these terms and conditions. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Buyer's purchase order, confirmation, acknowledgement form or other document issued by the Buyer that conflict with this Agreement or increase Seller's obligations are rejected and shall not be binding on Seller unless expressly accepted by Seller in writing.

25. Severability: Any provision hereof which is legally unenforceable shall be ineffective only to the extent of such unenforceability without thereby invalidating the remaining provisions hereof or affecting the validity of enforceability of this Agreement as a whole.

26. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

27. Force Majeure: In no event shall the Seller be held liable (a) for indirect, consequential, punitive, or multiple damages or (b) for any loss of any kind caused, directly or indirectly, by federal, state or local law, order or regulation, government restrictions, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, or other conditions beyond its reasonable control

28. Insurance: Buyer shall carry and maintain comprehensive general public liability insurance, including contractual liability, bodily injury and property damage, workmen's compensation, and employer's liability insurance throughout the Term of the Agreement and any extension of this Agreement.

29. Recording: Each party may, in its commercially reasonable discretion, record, on tape or otherwise, any telephone conversation between the parties and involving their respective officers, agents and employees, and each party hereby agrees and consents thereto.

30. Time is of the Essence: Time is of the Essence in this Agreement. Failure to meet a deadline shall be a breach.

31. Headings: Headings in this Agreement are for convenience only and should not be used for interpretive purposes.

32. Authority to Sign: Each party executing this Agreement is duly authorized to do so and all entity action necessary for the making of this Agreement has been duly taken.

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

From: Don Carlton
To: Antonio Pucci
Cc: Jeffrey English
Subject: FW: Best and Final - RFP E-03-22
Date: Friday, January 7, 2022 3:31:55 PM
Attachments: fllsharpmxm450n@portcons.com_20220107_153217.pdf

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EXTERNAL Email: Do not reply, click links, or open attachments unless you recognize the sender's EMAIL ADDRESS as legitimate and know the contents are safe.

Antonio,

Per your request. Please see attached.

Thanks,

Don

-----Original Message-----
From: fllsharpmxm450n@portcons.com [mailto:fllsharpmxm450n@portcons.com]
Sent: Friday, January 7, 2022 3:32 PM
To: Don Carlton <dcarlton@portconsolidated.com>
Subject: Scanned image from MX-M3570

Reply to: fllsharpmxm450n@portcons.com <fllsharpmxm450n@portcons.com> Device Name: Not Set Device Model: MX-M3570
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

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PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 7, 2022

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: RFP E-03-22, Unleaded Gasoline and Diesel Fuel for SE Florida Co-op Group

---

Dear Mr. English:

Port Consolidated is pleased to offer the Co-op our Best and Final Offer.

- Item No. 1 Transport Regular Unleaded 87 Octane $ + .036 per gallon
- Item No. 1 Tankwagon Regular Unleaded 87 Octane $ + .186 per gallon
- Item No. 2 Transport Diesel Fuel #2 Ultra Low Sulfur $ + .036 per gallon
- Item No. 2 Tankwagon Diesel Fuel #2 Ultra Low Sulfur $ + .186 per gallon

Should you have any questions or comments on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

Exhibit C - Rate Schedule

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.036	0.186
2	Diesel Fuel	0.036	0.186

Other products available for purchase		
Item No.	**Description**	**Per Gallon Delivered Cost**
1	Bulk Diesel Fuel Exhaust Fluid (DEF)	$3.50

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

PORTCON-03 JANNERJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2022

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

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

PRODUCER License # 0E67768 Insurance Office of America 500 W. Cypress Creek Road Suite 320 Fort Lauderdale, FL 33309	CONTACT NAME: James Janner PHONE (A/C, No, Ext): (954) 334-2395 23915 FAX (A/C, No): (954) 318-1383 E-MAIL ADDRESS: James.Janner@ioausa.com
INSURED Port Consolidated, Inc. P O Box 350430 Fort Lauderdale, FL 33335	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Republic Insurance Company — 24147 INSURER B : AXIS Surplus Insurance Company — 26620 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		MWZY31183022	2/1/2022	2/1/2023	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 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X CA9948 X MCS-90			MWTB31183122	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P00100080337101	2/1/2022	2/1/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
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		MWC31182922	2/1/2022	2/1/2023	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Thirty days notice of cancellation, except ten days notice in the event of non-payment of premium.

CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY WHEN REQUIRED BY CONTRACT OR AGREEMENT SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

APPROVED
By Danielle Thorpe at 10:00 am, Jan 24, 2022

CERTIFICATE HOLDER

City of Pompano Beach, FL Attn: Risk Manager
100 West Atlantic Boulevard
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Board/Commission Annual Report

Agenda Title
Annual Report of the Retirement Board of Trustees

Presenter
Ed Carter, Vice Chair

ATTACHMENTS:

- **Memorandum Dated June 2, 2022, from the Retirement Board of Trustees**
- **Retirement Board Mid-Year Review**
- **Retirement Board Annual Report**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

To: The Mayor and Town Council

From: The Town of Palm Beach Retirement Board

Re: The Annual Report from the Town of Palm Beach Retirement Board

Date: June 2, 2022

STAFF RECOMMENDATION

Staff recommends that the Town Council hear and accept the Town of Palm Beach Retirement System Board of Trustees Annual Report.

INTRODUCTION

Attached to this document you will find a two-page Mid-Year Review from Dave West from AndCo, the Town's investment consultant. You will also find attached the annual report from the actuaries for the Town, GRS. This report prepared by Pete Strong highlights a variety of funding issues for the obligations of the Town from an actuarial perspective.

Actuarial Considerations

Actuary Pete Strong, GRS, presents the annual report that discusses the impact of the retirement plan liabilities (attached). He discusses the annual process involved with calculating liabilities, comparing the actual fiscal year experiences against the actuarial assumptions. The result is published annually, and determines the unfunded actuarial accrued liability (UAAL), the funding ratio, and the actuarial determined employer contribution (ADEC). Mr. Strong then discusses the several changes made to assumptions and the associated costs. He notes that Town Council adopted a policy to allocate an additional $5.42 million each year to help reduce the UAAL. The funded ratio of the retirement system as of 9/30/21, the end of our last fiscal year, was 76.1%.

Finally, Mr. Strong comments on the net actuarial experience gain of approximately $6.72 million during FY2021 and the assumption that the total Town contributions to the Retirement System are expected to be in the range of $13 to $17 million over the next 8 years.

Investment Considerations

Investment Consultant, Dave West, AndCo, presents an investment review based on the quarter ending March 31, 2022. He discusses the plan's market performance, and he points out that real estate continued to provide a strong investment return.

Mr. West comments that investment allocations continue to be reviewed for allocation efficiency and expectations. The portfolio as of March 31, 2022 was valued as $289,653,120.

Clients first.

To:	Town of Palm Beach Retirement System Board of Trustees
From:	Dave West, CFA
Date:	May 20, 2022
Re:	Retirement System: Mid – Year Review

The Town of Palm Beach Retirement System "the Plan" achieved a preliminary, net rate of return on invested assets of -5.32% for the quarter ended March 31, 2022. Plan assets earned -1.39% (preliminary) for fiscal year 2022.

Preliminary Investment Returns

For the period ending March 2022:
FYTD Year Return: -1.39% (net)
Quarter Return: - 5.32% (net)

Market Value: $289,653,120

Summary Attribution

Inflation remained the focal point of concern for markets and the Fed during the March quarter. The Russian invasion of Ukraine added to inflationary concerns in energy and commodities. The primary investment narrative now underscores the delicate balance of policy decisions required to curb inflation without leading to a US recession. Newly elevated levels of uncertainty drove a thematic shift in sentiment driving a period of selling across both equities and fixed income.

Real Estate allocations continued to deliver very strong returns as core property real estate continues to generate solid operating income from strong leasing activity in differentiated industrial properties and thematically focused activity in the apartment and office property sectors. Net returns for fixed income investments were dramatically negative as bond investors suffered losses due to the realization of mark to market price changes in a period of rapidly rising interest rates. Equities experienced losses broadly across allocations.

Tactical Actions:

Following a period of voluminous asset growth in fiscal 2021, the investment narrative shifted early in fiscal 2022 as investors contemplated inflationary head winds. While the U.S. economy exhibited solid fundamentals and economic growth exceeded expectations, a myriad of supply concerns emerged and continues to evolve the outlook for inflation. The Russian invasion into Ukraine continues to factor heavily as governments now contemplate implications of changing established trade agreements and supply chains.

- The Retirement Committee has adopted a position of general "neutrality" to policy targets. Plan investments, fully invested to allocation targets, continue to emphasize domestic equity and full allocations to real estate. These areas of investment have performed well historically through inflation cycles.
- Fixed income allocations and manager engagements were and will continue to be reviewed for allocation efficiency. The Retirement System will maintain the high-quality orientation for bond investments established during the pandemic. The total return outlook for public debt remains asymmetric with greater risk skewed to the downside at current yields. Credit markets are priced to perfection. The active manager, GHA, continues to position the bond allocation defensively in anticipation of potentially rising interest rates.
- Post pandemic core property real estate valuations continued to improve dramatically, driven by a continued resurgence of capital market activity, improving operating fundamentals and extraordinary tenant demand in high growth markets. Increasingly

higher inflation expectations are discounting bond valuations, providing a strong tailwind for real estate capital flows.

- The Committee has moved to a policy of “advance liquidity management” as benefit payment demands will continue to be a significant element of Retirement System’s operations and investments. Preemptive liquidity management practices will ensure that the program has sufficient funds to operate through fiscal year end. The Retirement Board will make investment decisions for the allocation of the annual Town contribution at the summer meeting.
- The allocation to public international equity will be subject to ongoing review for allocation suitability. Non-U.S. equities continue to underperform domestic equity as dollar strength and varying states of global economies impact investment results. Investment in this area remains allocated to no more than the policy target of 20%.

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

May 23, 2022

Ms. Edemir K. Estrada
Pension Administrator
Gabriel, Roeder, Smith & Company
One East Broward Blvd., Suite 505
Fort Lauderdale, Florida 33301-1804

Re: Town of Palm Beach Retirement System Annual Report – 9/30/2021 Actuarial Summary

Dear Edemir:

The funded status of the plan is determined after the fiscal year end, and after the system's actuary, Gabriel, Roeder & Smith (GRS), collects the system's updated census and financial information and analyzes the demographic and economic experiences during the fiscal year. The experience is compared to the actuarial assumptions (investment return, retirements/DROPs, terminations, mortality, wage increases, etc.). The funded status and required Town contributions are determined after completing a full analysis and valuation of the updated actuarial liabilities. The system's current funded status is based on the most recent September 30, 2021 actuarial valuation, and it will change again after the end of fiscal year 2022 after the analysis for the 2022 fiscal year valuation is completed.

Town Council adopted a policy beginning in October 2017 to appropriate $5.42 million each year in extra payments toward the unfunded actuarial accrued liability (UAAL). This represents a payment above what the actuary annually determines as the Town's required contribution (the actuarial determined employer contributions, or ADEC). The ADEC developed in the annual valuation is payable in the second fiscal year following the valuation date. Thus, the ADEC payable during fiscal year 2023 is identified in the 9/30/2021 actuarial valuation. In the year that begins October 1, 2022 (FY 2023), the ADEC rate is 55.30% of covered payroll, or $11,818,189, if payments are distributed evenly throughout the fiscal year. However, the actuary determined that if the Town chooses to pay the full amount at the beginning of the 2023 fiscal year (i.e., on or near October 1, 2022), as it did for fiscal year 2022, the ADEC rate will be reduced to 53.61% of covered payroll, or $11,457,243. The early lump-sum payment represents a savings of $360,946 in interest cost.

The funded ratio of the retirement system as of 9/30/2021 is 76.1%, which is an increase from 72.7% as of 9/30/2020. The UAAL (the unfunded actuarial accrued liability) as of 9/30/2021 is $85,333,977, versus $94,163,607 as of 9/30/2020. Based on the market value of assets, the retirement system is 82.4% funded as of 9/30/2021.

Revisions were made to the actuarial assumptions as of 9/30/2021 that have increased the UAAL and future contributions. The assumed investment return used in the 2021 valuation (for the year ending 9/30/2022) is 6.6%, reduced from 6.8% last year. The assumed rate of return is scheduled to be

reduced to 6.4% in the 9/30/2022 actuarial valuation, and then by an additional 0.2% for two more years thereafter until reaching an ultimate assumed rate of return of 6.0% in the 9/30/2024 actuarial valuation (please note that the increases in the ADEC and UAAL attributable to each 0.2% reduction are approximately $700,000 and $8 million, respectively).

In addition, the assumed DROP participation period for the Town Manager was changed from 7 years to 10 years. This change increased the projected DROP balance at DROP exit for the Town Manager, which reduced the projected net maximum annual benefit limit under Section 415(b) of the Internal Revenue Code (IRC). This effectively reduces the projected annual benefit amount payable to the Town Manager from the Retirement System, and thus reduces the liability for his benefit under the Retirement System.

The changes in assumptions effective 9/30/2021 had the net effect of increasing the required Town contribution for fiscal year 2023 by approximately $594,000 and increasing the Plan's UAAL as of 9/30/2021 by approximately $7.22 million.

The retirement system experience during fiscal year 2021 resulted in a net actuarial experience gain of approximately $6.72 million. Investment experience caused an actuarial gain of about $6.14 million. The rate of investment return on the actuarial value of assets during fiscal year 2021 was 9.2% (versus the assumed return during the period of 6.8%). The return on the market value of assets during fiscal year 2021 was 20.7%. Demographic (liability-based) experience resulted in an additional experience gain of about $576,000, primarily due to favorable termination and retirement experience and somewhat lower than expected salary increases for General Employees. The net actuarial experience gain caused the required Town contribution for FY 2023 to decrease by approximately $606,000.

The funded ratio was over 100% in the year 2000, whereas it is currently 76.1%. This decline was primarily the result of lower compound average investment returns than assumed during the 20-year period from 10/1/2000 through 9/30/2020. The compound average investment return on the market value of assets during this 20-year period was 4.84%. Recent changes in assumptions have also had a reducing effect on the funded ratio, but to a much lesser extent than cumulative investment experience. Several positive steps have been taken to address the funded status, including strengthening the actuarial assumptions, reducing the UAAL amortization periods to 15-20 years, and the commitment from the Town to make additional contributions of $5.42 million per year (starting in 2017) towards the UAAL until the Plan becomes 100% funded. These changes have already had a positive impact, as the funded ratio has increased from 68.4% as of September 30, 2016 to 76.1% as of September 30, 2021, even as the investment return assumption was lowered from 7.4% to 6.6% over the same time period. It is anticipated that these changes will continue to have a significant increasing effect on the funded ratio over the next several years.

In a "what if" scenario in which all assumptions are realized (and the additional $5.42 million Town contributions continue), the retirement system is projected to become 101.0% funded in 10 years (as

of 9/30/2031). If actual average investment earnings are 5% per year (instead of matching the long-term assumption of 6.6% grading down to 6.0%), the retirement system is projected to be approximately 95% funded in 10 years (as of 9/30/2031). Assuming all assumptions are realized, the total Town contributions to the Retirement System, including the extra Town contributions of $5.42 million per year, are expected to be in the range of $13 to $17 million over the next 8 years, and are then projected to decline to around $5.0 to $5.5 million once the Retirement System becomes fully funded.

If there are any questions, please let us know.

Respectfully submitted,



Peter N. Strong, FSA, EA, MAAA
Senior Consultant and Actuary

The above communication shall not be construed to provide tax advice, legal advice or investment advice.

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Committee Reports

Agenda Title
Report of the Public Works Committee Meeting Held on May 24, 2022.

Presenter
Bobbie Lindsay, Chair

ATTACHMENTS:

- **May 24, 2022, Public Works Committee Meeting Report**
- **Addendum to PWC Meeting Report**

TOWN OF PALM BEACH

Town Clerk's Office

REPORT OF THE PUBLIC WORKS COMMITTEE MEETING
HELD ON TUESDAY, MAY 24, 2022

I. CALL TO ORDER AND ROLL CALL

The Public Works Committee Meeting of May 24, 2022 was called to order at 9:32 AM by Chair Lindsay. On roll call, all committee members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Lindsay led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Motion was made by Member Zeidman and seconded by Chair Lindsay to approve the Agenda. On roll call the Motion passed unanimously.

IV. COMMUNICATIONS FROM CITIZENS

Jeff Koons, resident of The Reef Condominium, former City of West Palm Beach and Palm Beach County Commissioner, complimented the Town on a strategic water analysis and spoke regarding the Town's water consumption and supply.

V. REGULAR AGENDA

A. Old Business

1. Update on Green Initiative Progress – Ficus Replacement on Town Property
H. Paul Brazil, P.E., Director of Public Works

H. Paul Brazil, Director of Public Works gave an update regarding progress of the Town's Green Initiative, by providing a brief report on the Town's use of pesticides, treatment of lethal yellowing, Royal Palm Bug, white fly and use of fertilizers. He stated that there was continued treatment of lethal yellowing with an antibiotic but whitefly was treated with a synthetic.

For the ficus canopy, two treatments were administered per year with one being Altus which is a non-neonicotinoid which has allowed the reduction of harmful pesticides in the area by 50%. Due to Town's regulations nitrogen or phosphorus

cannot be used. He explained that all applications are applied at or below label rates using best management practices by a licensed professional. As an experiment, the Royal Palm trees were not treated with any chemicals and no negative impacts were observed. Therefore, all Royal Palm bug treatments have been discontinued throughout the Town.

Director Brazil reported that at the start of the Ficus Replacement Program there were 2,490 linear ft. of ficus to be removed. During FY2021 approximately 831 ft. of ficus had been removed and it is anticipated that another 615 ft. will be removed in 2022. The remainder of the ficus, about 1,044 ft., which will be in Phipps Park and will be removed after the completion of the Preservation Foundation's project in Phipps Park. It was anticipated that about $600K would be needed for the removal and replacement of the ficus but only $150-200K will be needed. Director Brazil stated that the low cost was due to the ficus replacement happening along with other construction projects and also the material cost is lower.

Chair Lindsay spoke regarding the Green Initiative and the benefits of promoting native plants and thanked the Garden Club, the Civic and Citizens Associations and the Preservation Foundation for the educational opportunities they have provided for residents.

Responding to Member Zeidman, Director Brazil stated that the Town's Code has certain requirements for screening of a property but there is nothing in the Code specific to whitefly infestation.

Director Brazil gave an overview of the ficus removal program. The committee recommended that the whitefly infestation issue be forwarded to the Town Council for discussion.

Director Brazil reported that Town owned trees are being inventoried by being tagged and the information placed in the GIS database. He stated that not much progress has been made with controlling the growth of trees so as to minimize use of fertilizers, etc. Chair Lindsay expressed her concerns with the Town utilizing certain chemicals as growth regulators.

Chair Lindsay requested a news release be distributed regarding use of pesticides during the summer months.

B. New Business

1. WATER SUPPLY FEASIBILITY STUDY
H. Paul Brazil, P.E., Director of Public Works

Director Brazil stated that the following topics resulted from discussions with the Town Council and these are individual topics needing further discussion.

Jason Lee, Kimley-Horn and Associates made a presentation regarding the following:

a. Age-Based Condition of Existing Water Supply Infrastructure

This age-based assessment identifies the approximate age of each of the pipelines but is not a condition assessment of the pipelines. An age-based map of the watermains on the island was presented showing ages 1940s or older up to 1960s or earlier. He stated that all the watermains installed prior to 1960 represent cast iron or asbestos concrete which generally have a life expectancy of about seventy (70) years. About 35% of the Town's watermains are either 70 or will be 70 years old at the end of the current franchise agreement. He clarified that when pipelines approach their service life expectancy, it does not mean that a failure is imminent but it does indicate that there is a higher risk of water loss or breaks that would need emergency repairs. Most utilities manage their renewal and replacement programs based on an asset management plan and budget for the replacement of watermains prior to reach their life expectancy. He stated that most watermains installed after 1960 benefitted from improved materials as asbestos concrete and cast iron were being phased out and replaced with ducted iron and PVC which have a greater life expectancy.

Responding to Chair Lindsay's questions regarding the useful life of the current technology and the percentage that contains asbestos, Mr. Lee stated that it's really material specific so before the 1960s it was predominantly cast iron and asbestos concrete pipes which life expectancy is 70 years. These systems would typically have more maintenance and emergency calls. He stated that he did not know the percentage of asbestos but when used as concrete it was in an inert fashion and was only an issue when it becomes airborne. He stated that there is a list of which pipes are asbestos, cast iron and other materials of construction. As to removal, he stated that the material is kept damp and from being airborne and will be removed, bagged, placed in dumpster and taken to landfill. The removal has to be permitted by the County.

Director Brazil stated that if the Town does not renew its contract with the City of West Palm Beach, then the Town becomes the owner of the watermains serving the island. He also stated that the City of West Palm Beach does frequent leak detection so although the pipes are old they are not failing but it would be smart to start the replacement program.

Member Zeidman requested clarification on whether the Town would own the pipes regarding the other non-West Palm Beach options. She was assured that the Town would own the pipes. Chair Lindsay commented on past watermain work in the north end of Town which was very disruptive

and paid for by the Town. Patricia Strayer, Town Engineer, explained the payment process.

b. Summary of Water Supply Infrastructure Improvements Per 1999 Franchise Agreement with the City of West Palm Beach

Mr. Lee explained the terms of the franchise agreement.

Director Brazil responded to Member Zeidman that the cost to restore and replace the watermains would come from the R&R fund unless the City of West Palm Beach chose to accelerate the replacement. Ms. Strayer explained the replacement process using the R&R funds.

Responding to Chair Lindsay, Mr. Lee explained the differences between the age-based water assessment and the watermains that need replacement slides.

Discussion ensued regarding the funding of the water treatment, distribution and transmission system.

c. Discussion of Treatment Methods Used by City of West Palm Beach, Palm Beach County and City of Lake Worth

Mr. Lee reported the water treatment for each agency as follows:

- City of West Palm Beach water treatment plant is rated at 47 MGD and its primary source of surface water is withdrawn from Clear Lake and includes waters from Lake Mangonia, M Canal, Grassy Waters, the EAA and Lake Ockeechobee. The primary treatment is line softening and filtration. Over the years, other forms of treatment have been added so currently the process includes powder-activated carbon, lime softening, sedimentation, filtration and UV disinfection.

- Palm Beach County Water Utilities includes treatment plants within the eastern region of the system. Each of the four plants are interconnected with customers receiving water from any of the plants. The northern two water treatment plants (plants 8 and 2) would be the primary plants to provide water to the Town if the Town decided to enter into a partnership with the County. **Plant 8** is located on Jog Road, north of Belvedere Road and south of the Turnpike, rated at 30 MGD and the primary water source is surficial aquifer (shallow ground) water. The treatment is conventional line softening and also includes MIEX Anion Exchange. The Anion Exchange is used to remove organic carbon where the water is sent through a bed of resin which replaces negatively charged

constituents with chloride that needs to be backwashed and regenerated. **Plant 2** is located just south of Forest Hill Boulevard and west of Haverhill Road. This plant is rated at 16.4 MGD and it's surficial wells pull from the shallow surficial aquifer and the treatment is similar to plant 8 utilizing conventional lime softening and MIEX Anion Exchange. **Plant 3** located east of Jog Road and north of West Atlantic in western Delray Beach is rated at 30 MGD. The primary source is shallow groundwater with the treatment being nano filtration which utilizes membranes slightly more porous than reverse osmosis for softening but is effective at removing chemicals up to virus level pathogens from the raw water. **Plant 9** is located in west Boca Raton, east of SR7 and south of West Palmetto Park Road is rated at 26.9 MGD. The primary source is surficial wells drawn from the surficial aquifer and treatment is by nanofiltration.

- Lake Worth Beach water treatment plant located just north of Sixth Avenue South and east of I-95 is rated at 12.9 MGD. The plant is served by 2 water sources which includes surficial wells from the surficial aquifer and deep wells into the Floridian Aquifer. The plant utilizes conventional and brackish water reverse osmosis. The surficial raw water is treated with lime softening and filtration (conventional treatment) and the Floridian Aquifer water treated with brackish water reverse osmosis membranes.

Mr. Lee explained to Member Zeidman that the ion exchange removes organic carbon (color removal) primarily for taste or aesthetics. John Potts, Kimley-Horn consultant explained the organic carbon removal process.

Discussion ensued regarding the proximity to the Town of each treatment plant and the water treatment utilized by each one.

Public Comments
John Koons, 2275 S. Ocean Blvd. spoke regarding the extension of the County's consumptive water permit by the South Florida Water Management District.

Ronald Matzner, 3120 S. Ocean Blvd. questioned why the Town was only focusing on four (4) plants and if there other plants that could be blended together.
End of Public Comments

Mr. Lee explained the reasons for Lake Worth using conventional and reverse osmosis for water treatment.

d. Discussion of Commonly Available Private Home Filtration Systems

Mr. Lee presented different types of home filtration systems utilizing cloth filters, ion exchange softeners, ultraviolet (UV), carbon filters and membranes.

He explained the use and cost of using membrane filters in each home within the Town. He stated that the single point of use fixture which has a capacity of 5-10 gallons per day would cost about $1,500 for purchase and installation and $1,000 annually for maintenance. He stated that the main drawback for this system is that for every gallon of water purified three (3) gallons are wasted and these units are generally not large enough to service a shower or tub. The whole home treatment system, 300 gallons per day is assumed to be the average for a home. These systems are limited to domestic use and not irrigation. This would require plumbing modifications to separate irrigation system from the home. About 33-67% of water that is purified is waste. He explained that a tank to store water and a booster pump would be needed as well as disinfection systems to prevent bacteria growth in the plumbing system when the house is unoccupied. The price of these units can range from $5,000 to $25,000 depending on the plumbing. There will also be annual maintenance cost of about $5,000.

e. Discussion of Items for Future Public Works Meetings

Director Brazil suggested the following topics for future meetings:

- Drought impacts for various water sources
- SFWMD Regulations – water use impacts to alternative sources
- Utility formation
- Asset Management

Director Brazil suggested having another PW committee meeting before apprising the Town Council of the options.

VI. SCHEDULE FOR FUTURE PUBLIC WORKS COMMITTEE MEETINGS

A date will be submitted after the options have been summarized.

VII. ANY OTHER MATTERS

There were none.

VIII. ADJOURNMENT

The Public Works Committee Meeting of May 24, 2022 was adjourned at 11:07 AM by Motion made by Chair Lindsay and seconded by Member Zeidman.

APPROVED:

_____
Bobbie Lindsay, Chair

ATTEST:

_____
Pat Gayle-Gordon, Acting Town Clerk

_____
Date

Attached to this report is an addendum from the Committee Chair, Bobbie Lindsay

ADDENDUM

Public Works Committee Report for May 24, 2022

I. Green Initiative

Pesticide-reduction, Ficus removal on Town Property, PRGs

The Town has reduced toxic chemical treatments of its Phipps canopy on N County Road by half by alternating one biannual treatment with a non-neonicotinoid, resulting in using 50% less toxic chemicals on the Phipps canopy. Ficus *benjamina* and Ficus *microcarpa*, also known as Ficus *nitida*, require toxic neonicotinoid pesticides to control the whitefly infestations.
,
The Town ceased treating for Royal Palm Bug island-wide on its many Royal Palms. This action was taken after a trial of 3 years with no chemicals on the Royal Palms at Palmo Park to demonstrate that chemicals weren't needed to maintain healthy trees. Up until last fall, the town's contractors had applied regular preventative Palm Bug treatment with a highly toxic pesticide. The town demonstrated that the treatment was unnecessary, and the contract has been terminated.

Invasive Ficus *benjamina* removal update: 3 years ago, the town committed to removal of all 2490 linear feet of total town-owned Ficus hedges. 831 feet has been removed, at less than budgeted cost. 622 linear ft. more will be removed this year, leaving 1044 linear feet remaining. The last of the ficus is located at Phipps Park (approximately 40%.) Its removal will be completed as part of Phipps Park restoration and construction. $600K was the estimated cost, now reduced to $150K total cost due to opportunistic replacements during other maintenance events.

A discussion was had regarding what should be done about dead or infested ficus hedges on private property. The Town ordinance controls proper screening of privacy vegetation. Enforcement of the ordinance would give owners with dead ficus hedges a citation for improper screening. The committee recommended to place this issue on the council agenda for discussion. The committee hopes homeowners will replace Ficus hedges since they don't want to use toxic chemicals for control. We will also encourage replacement with native material.

Plant Growth regulators (PRGs). Staff was looking at these synthetic hormones to control rate of growth for possible cost savings since the prior meeting, but with the committee's urging, staff agreed to look into the safety and appropriateness of using these additives in consideration of the Town's Green Initiative. Mr. Brazil reported that the more staff researched it, the less comfortable they have become. The committee reported that these synthetic hormones are not regulated, are classified as pesticides, and are reported to have deleterious effects on humans, pets and other animals. The committee recommended staff discard consideration of the program due to information that possible harmful impacts may outweigh any benefits. It is also contrary to the Town's Green Initiative mission. Based on the committee members and its own research, staff readily agreed to remove this item from consideration.

Fertilizer: The town no longer uses phosphorus- or nitrogen-based fertilizers. The Fertilizer Ban on nitrogen and phosphorus fertilizers is in effect starting June 1st. The Committee believes our residents want to do the right thing but may be unaware of the ordinance. It asked staff to contact paper, use our alert system and request our civic partners to remind homeowners and businesses of June 1-September 30 fertilizer ban (Phosphorus and nitrogen). Staff agreed.

II. Water Supply Feasibility Study.

Topics presented came from requests by Town Council to more deeply research certain options and topics. Jason Lee presented for KH, with John Potts and staff participating. All but one of the options (WPB) currently under consideration requires the town to take control of its water main infrastructure.

Town consultants prepared an Aged Based Water Main Assessment (Attachment 1) of the existing system. These studies are typically used to budget and plan for long term asset management of utilities by towns. The assessment Identifies the approximate age of each of the water mains in town and evaluates approximate life. A more precise evaluation of the water mains would take longer, using ultrasonic examination of the system.

West Palm Beach is monitoring the system with leak detection equipment. Leak detection by WPB shows the monitored water mains are not failing yet, although a number are on the critical list for replacement. There are many water mains older than 70 years, and some of them include major artery stretches on N & S County Roads, N Ocean Blvd., and N.Lake Way.

The majority of our existing water mains were installed in 1940s or earlier, or 1950's or earlier. All of them installed before 1960 are either asbestos-concrete or cast iron and these typically have a life of approximately 70 years. The vast majority of all water mains in the ground will be more than 70 years old at end of franchise agreement, many of those more than 80 years old.

The Town knows where the asbestos-concrete (A-C) water mains are located. The A-Cs will require a permit to replace, as the material has to be removed with a process to keep the asbestos from becoming airborne. The committee asked staff to graphically identify for Town Council all of the A-C and iron pipe locations on the charts as well as quantify the percentages of 60+ , 70+ and 80+year old water mains still in the ground, highlighting percentages of total on both arterials and side streets.

Programmed replacement cost of existing older water mains over a 30 year period is included in all water options under consideration. Selection of certain options that require larger diameter pipes for north-south water distribution would require a highly disruptive accelerated replacement program on our main arterials and some side streets at a cost of approx. $200M.

Staff and Consultants presented, and the Committee discussed what the renewed 30-year franchise agreement of 1999 with WPB included in regard to water main replacement in the ground on Palm Beach. Upon renewal, WPB reviewed 110,000 linear feet of water mains, approximately 28% of all water mains in town. The review resulted in WPB identifying a list of water mains it considered critical for replacement and the agreement obligated WPB to undertake a program to replace those water mains at its cost with a cap of $18M. (See Attachment 2.) Work commenced and the fund was exhausted within the first 5 years of the renewed agreement, before completing the list. Since that time (during the past 21 years) aging water mains have continued to be identified as failing or likely to fail and replaced. The replacement efforts have totaled $29M since the 1999 agreement was renewed, funded through the $18M committed by WPB in 1999 and $11M more over approximately the past two decades paid for out of the Town's R&R fund (which includes a monthly contribution by Town residents added on to their water bill.) There are still a few water mains, mostly in the north end, that were on the 1999

Exhibit 1

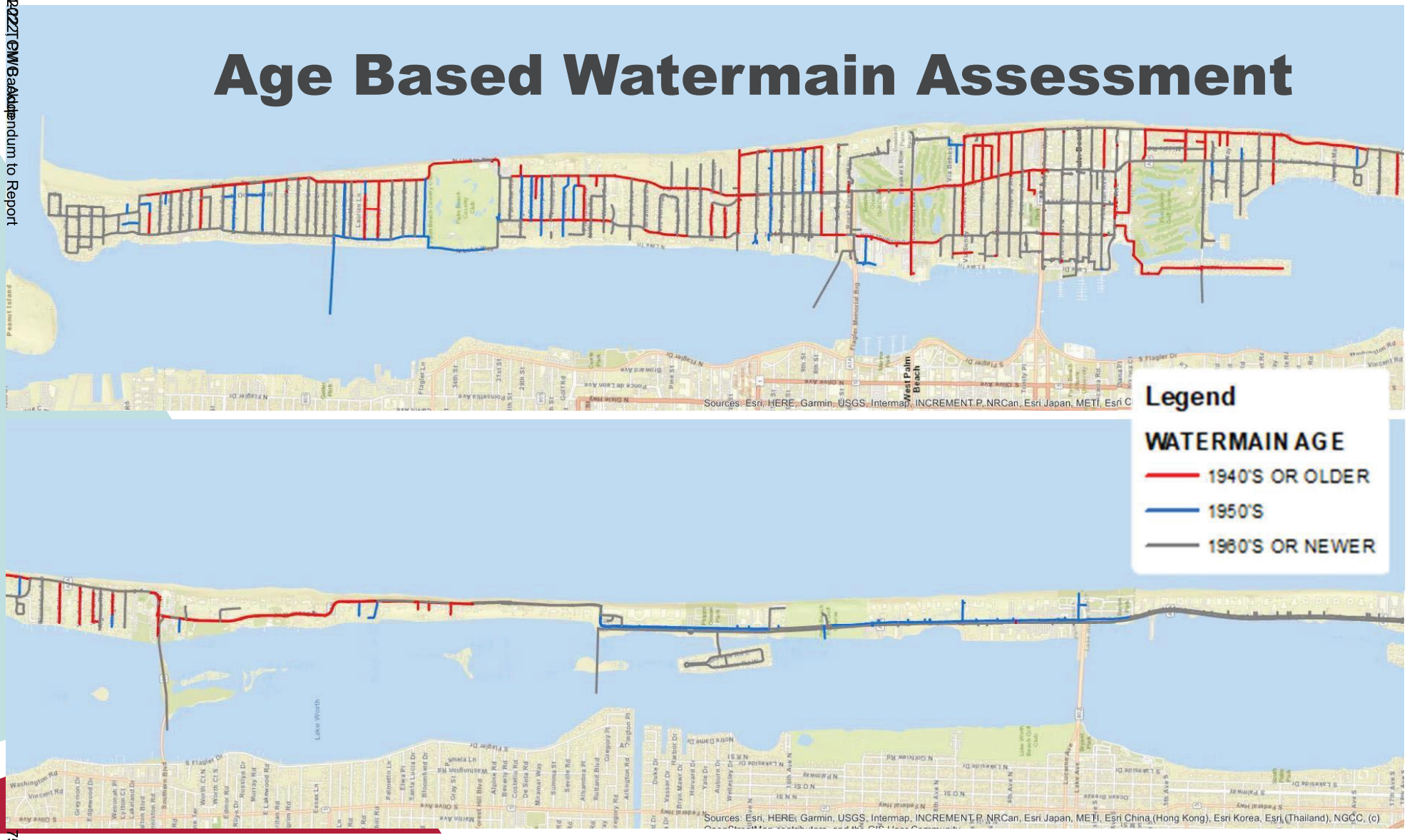
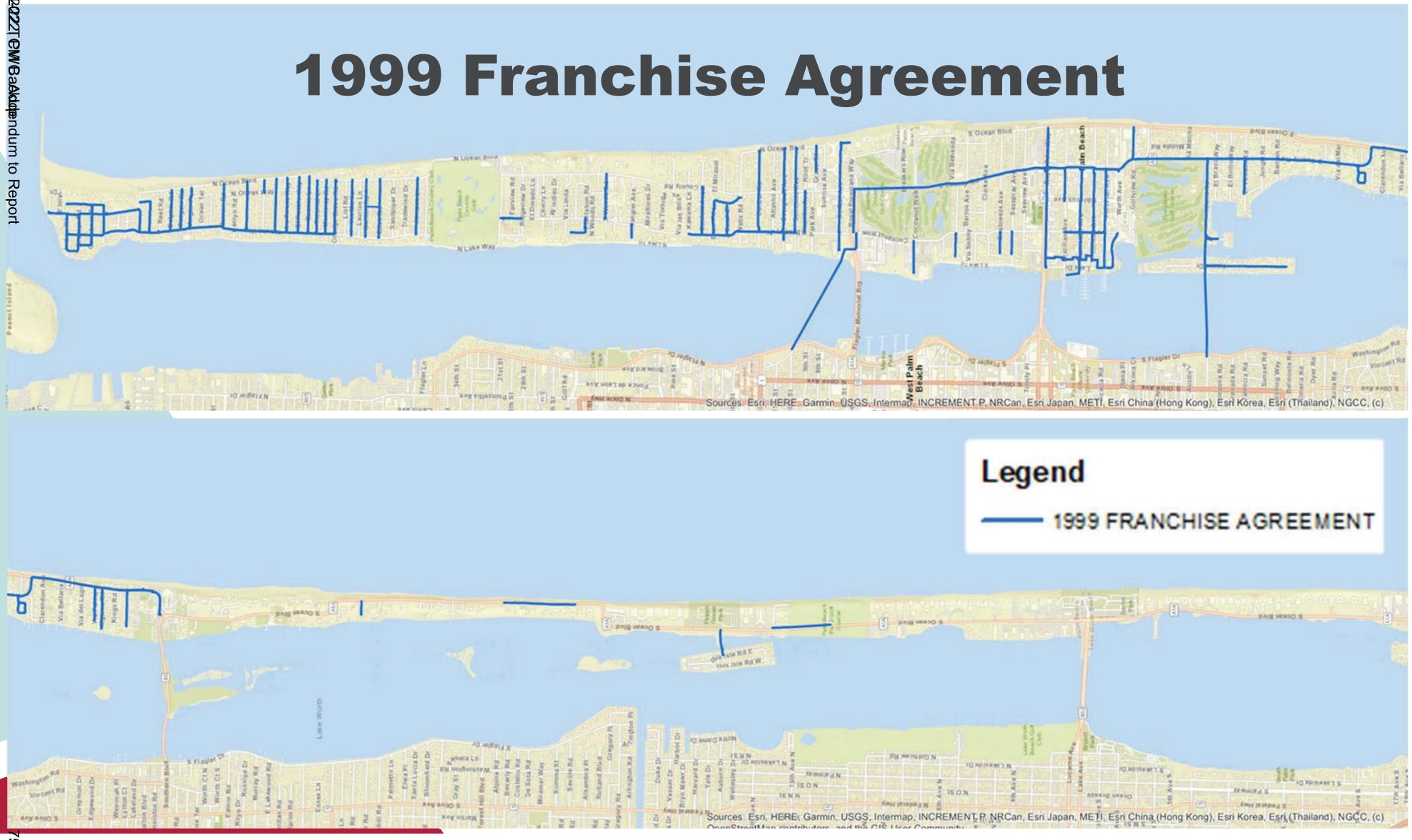

Age Based Watermain Assessment
Legend
WATERMAIN AGE
1940'S OR OLDER
1950'S
1960'S OR NEWER
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri C
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

Exhibit 2


1999 Franchise Agreement
Legend
1999 FRANCHISE AGREEMENT
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

critical list that haven't been replaced. (See Attachment 3.) The R&R fund currently collects approximately $$1M annually. All the additional spending of $11M is a result of a reactive policy of replacing water mains as they are identified by WPB or the town as failing or highly likely to fail.

Staff explained having older infrastructure in the ground and waiting to replace it until failure is not untypical, but acknowledged that had the Town owned the system, it might have taken a more proactive approach. Mr. Potts added the current trend is a more proactive approach to replacement than both utilities and municipalities followed in the past. He said the risk of the older, reactionary approach is that if a lot of failure occurs at once in an older system, a municipality may not have money available to fix it. He suggested that if we stay with WPB, the renegotiation of the agreement should contain a more proactive replacement program.

Staff and the committee agreed that there are insufficient funds in the current R&R program to cover the needed replacement schedule of water mains.

III. PB County Water System

The PB County water option was looked at more closely. This option would sell water to the Town as a bulk provider, requiring the town to set up and operate its own billing and collection system. The County's 4 treatment plants are connected and the water from each plant is blended water within the entire system before sending to customers. While the County has some membrane (RO/Nano) technology, because the water is also blended from plants using older technology as well as membrane technology, the water quality is not as state of the art as systems like Jupiter's, where all contaminants are removed through membrane technology.

IV. Lake Worth Beach Option

The committee was informed an additional meeting was imminent to discuss the Lake Worth Beach's plans for adopting RO technology. The report on that meeting will be made directly to the Town Council.

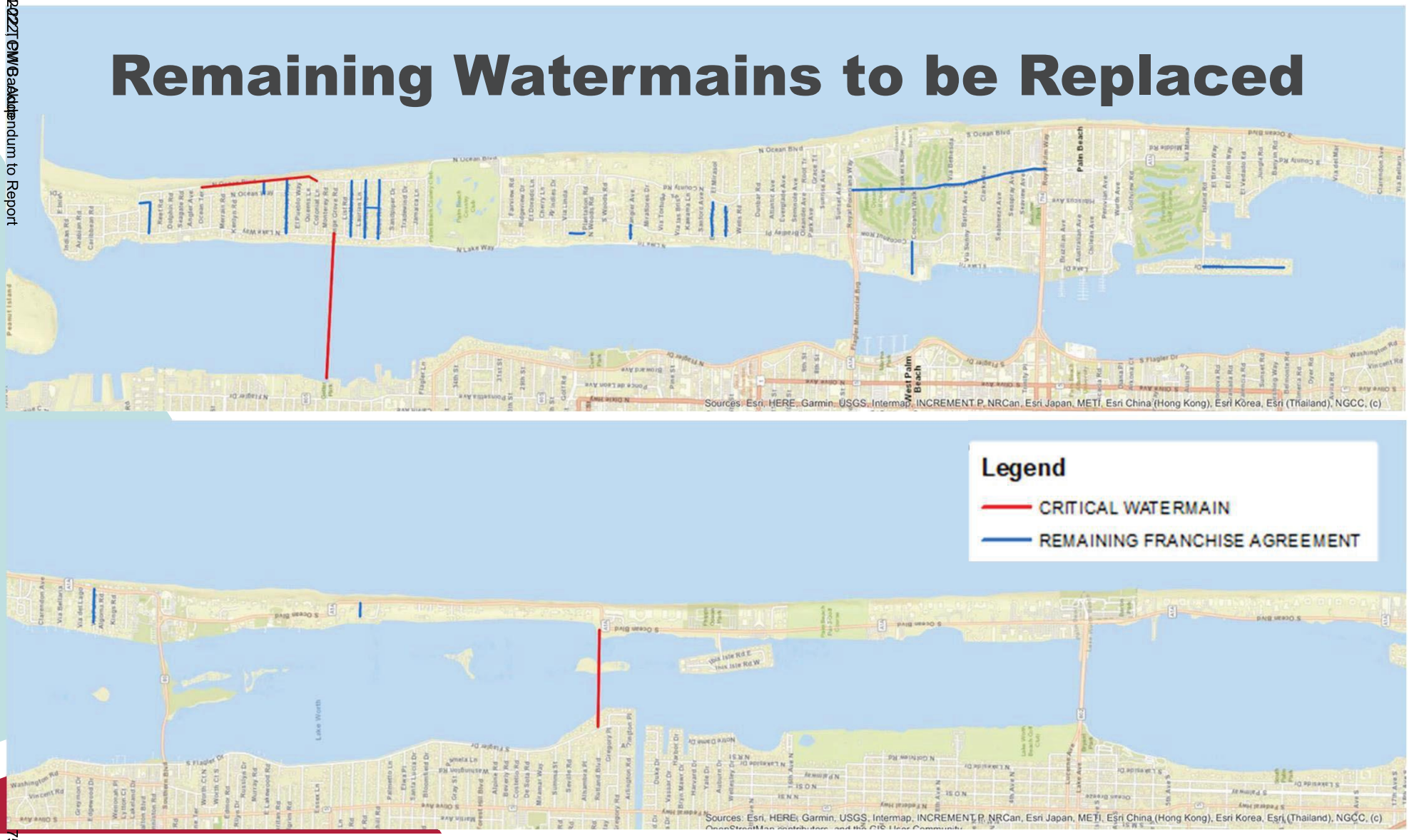
V. In- Home Treatment Water Systems

Simple, single point of use systems under the kitchen sink for drinking water to more significant Whole House Treatment were discussed.

Single Point	
Purchase:	$250-$500
Installation:	$1,000
Maintenance/Year	$1,000+

Whole House:	
Purchase:	$5,000
Installation:	$10,000 to $25,000
Maintenance/Year:	$5,000+

Exhibit 3


Remaining Watermains to be Replaced
Legend
CRITICAL WATERMAIN
REMAINING FRANCHISE AGREEMENT
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

Key Conclusions/Recommendations of the Committee meeting

1.The dollars Town residents contribute through their water bills for the R&R program administered by the City of West Palm Beach, are insufficient to replace aging infrastructure and likely construction costs. (See $11M additional contribution above.) The Town Council might discuss increasing the town's budget during the next number of years while we are under-grounding, prioritizing those east-west, residential streets identified more than 21 years ago by WPB as in critical need of replacement. It would be helpful to understand why water mains on east-west streets identified as needing replacement 21 years ago in the north end were not replaced during under grounding in that area and whether remaining critical east-west water mains identified on the 1999 Franchise Agreement are scheduled to be replaced when under-grounding occurs in the area.

2. The City of WPB has performed leak detection it considers appropriate for a system it owns. If this was a Town-owned asset, the Town might have done more detection and additional analysis of water main conditions. The current replacement program is based on reaction to failure and is limited by funds in the "R&R bank," not on proactive age-based analysis and/or closely monitored conditions of old infrastructure. The Council should ask staff to consider implementing a more proactive monitoring and replacement program now (leak detection, ultrasound), while being mindful not to replace water mains on north-south arterials, where the diameter of the water mains may be enlarged to support the final water system selection. Mr. Potts said the current trend is to adopt a proactive approach to replace the system over a selected time year period on an annual basis, e.g., 30 years. That is now the recommended approach. Should we renegotiate our franchise agreement with WPB, a key point will likely be the investment WPB makes in replacing water main infrastructure on Palm Beach. *KH and staff estimate that it will cost $200-$300M to replace the existing water main infrastructure. These costs are included in the alternatives. $200M=$6.6 M per year, $300M=$10M per year over a 30 year period.* More cost analysis by our Town staff and experts may be appropriate.

3. A significant majority of our water main infrastructure is vulnerable to failure (more than 70 years old). The Committee has asked staff to show the Age Based Water Main Assessment chart summing the number of miles of arterials and streets in red and blue (NOB, N County, S County and NLW as well as side streets) to quantify how many miles of old infrastructure exist. At the committee's request, for its presentation to Town Council, some information presented at committee will be reformatted to a larger scale map identifying the street and arterial names, as well as percentages of water mains in the different age categories.

4. If and when we leave WPB, we will own a very old water infrastructure system. If we stay with WPB, they will own a very old water infrastructure system in Palm Beach, subject to our negotiations to bring it up to date. Regardless of the option we chose, extensive water main replacement appears to be in the Town's future.

5. The committee recommends Town Council ask staff to continue studying potential water supply options, including deeper analyses or variations of membrane-based options currently under review, including becoming a partner with WPB in building a new plant on the premise of using membrane technology. Only through a careful and thorough review of all membrane-based options and potential locations for same (RO/NANO, including desalination) will a state-of-the-art water system capable of delivering a safe, contaminant-free, water supply become evident.

Respectfully submitted, Bobbie Lindsay, June 5, 2022

TOWN OF PALM BEACH
Town Council Meeting on: June 14, 2022

Section of Agenda
Regular Agenda - Old Business

Agenda Title
Town-wide Undergrounding Project:
H. Paul Brazil, P.E., Director of Public Works

a. Review of Project and Dashboard, Summary of Project Status

b. RESOLUTION NO. 073-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Guaranteed Maximum Price (GMP) to Burkhardt Construction Inc. for Phase 6 North in the Amount of $7,867,296 and Establishing a Project Budget of $8,117,296.
RESOLUTION NO. 074-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Guaranteed Maximum Price (GMP) to Burkhardt Construction Inc. for Phase 6 South in the Amount of $8,149,565 and Establishing a Project Budget of $8,400,000.

c. RESOLUTION NO. 075-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Project, Phase 6 North Construction Phase Services in the Amount of $344,177 and Establishing a Project Budget of $395,800.
RESOLUTION NO. 076-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for the Townwide Undergrounding of Utilities Project, Phase 6 South Construction Phase Services in the Amount of $344,007 and Establishing a Project Budget of $395,600.

d. Utility Construction Services Work Hours

e. Approve Request by Florida Power & Light (FPL) for Road Closure of Seaview Avenue

f. Approve Request by Florida Power & Light (FPL) for Road Closure of

Mediterranean Road

Presenter

ATTACHMENTS:

- **a. Review of Project and Dashboard, Summary of Project Status**
- **b. Memorandum dated May 27, 2022, from Dean Mealy, Procurement and Contract Manager**
- **b. Resolution No. 073-2022**
- **b. Resolution No. 074-2022**
- **b. GMP Proposal from Burkhardt Construction, Inc. - Phase 6 North**
- **b. GMP Proposal from Burkhardt Construction, Inc. - Phase 6 South**
- **c. Memorandum dated May 20, 2022, from Dean Mealy, Procurement and Contract Manager**
- **c. Resolution No. 075-2022**
- **c. Resolution No. 076-2022**
- **c. Kimley-Horn Proposal - Phase 6 North**
- **c. Kimley-Horn Proposal - Phase 6 South**
- **d. Memorandum dated May 18, 2022, from H. Paul Brazil, P.E., Director of Public Works**
- **e. Memorandum dated June 2, 2022, from H. Paul Brazil, P.E., Director of Public Works**
- **e. FPL Waiver Request for Closure of Seaview Road**
- **f. Memorandum dated June 2, 2022, from H. Paul Brazil, P.E., Director of Public Works**
- **f. FPL Waiver Request for Closure of Mediterranean Road**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor & Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: H. Paul Brazil, P.E., Director of Public Works

FROM: Patricia Strayer, P.E., Town Engineer

RE: Utility Undergrounding Project Status Report

DATE: May 26, 2022

I. COMMUNICATIONS:

A. Community Meetings:

None to report

B. Significant Postal Mail or E-mail

Staff meetings in Phase 6 North and South are focused on a few remaining easements to finalize. Staff's meetings for Phase 7 North and South are ongoing. A plan for demonstration chicanes has been developed and distributed. Installation will begin in the next four (4) weeks. Staff is waiting to send letters out for Phase 8 until we have made more progress with easements in Phase 7.

II. PROGRESS SUMMARY:

Overall, Town-wide Construction Progress, ten (10) of fifteen (15) construction zones are either complete or in progress/funded for construction, inclusive of Phases 1N, 1S, 2N, 2S, 3N, 3S, 4N, 4S, 5N and 5S.

A. Construction Progress:

Phase 1 North:
From the Inlet south to Onondaga Ave.

- Completed March 30, 2019

Phase 1 South:
From southern Town limits north to Sloan's Curve

- Completed April 3, 2020

Phase 2 North Construction:
From Esplanade Way to Ocean Terrace

- Completed October 29, 2020

Phase 2 South Construction:
From Sloan's' Curve to the intersection of S. Ocean Blvd & S. County Road

- Phase 2 South, the project is 89% complete. Presently working with FPL to complete conversions. All conversions for all utilities should be complete by June 15th. FPL should begin removing poles by July 1st.

Phase 3 North Construction:
From Osceola Way to the north-side of La Puerta Way

- Completed September 17, 2021

Phase 3 South:
From S. Ocean Blvd & S. County Road to the alleyway south of Worth Ave.

- Phase 3 South construction is 58% complete. Progress will significantly increase in May due to a number of agreements with businesses not to do work to impact their operations.

Phase 4 North:
From south-side of La Puerta Way to north-side of List Road

- Construction for Phase 4 North is 83% complete. All equipment has been installed with the exception of 3 switches at D-10 Pump Station.

Phase 4 South:
From Peruvian to Royal Palm Way

- Construction is 9% complete.

Phase 5 North:
From Country Club Road to Southland Road

- Design is 100% complete.
- 87 out of 87 (100%) easements are recorded or verbally approved.
- Notice to Proceed was issued September 27, 2021.
- Construction phase is 15% complete.

Phase 5 South:
From South Lake Drive/Hibiscus Ave. & Peruvian Ave./Royal Palm Way, properties between the intracoastal waterway and the Atlantic Ocean and from Royal Palm Way to Seaspray Ave.

- Design is 99% complete.
- 82 of 83 (99%) easements are recorded or verbally approved.
- Construction phase is 4% complete.

Phase 6 North:
From Chateaux Drive & Kawama Lane to the south-side of Plantation Road

- Design is 97% complete and on schedule.
- 44 of 47 (94%) easements approved.

Phase 6 South:
Seaspray Ave. to the south of Royal Poinciana Way

- Design is 92% complete and on schedule.
- 68 of 71 (96%) easements approved.

Phase 7 North:
Palm Beach Country Club north to the south side of List Road

- Design is 52% complete and on schedule.
- 27 of 82 (33%) easements approved.

Phase 7 South:
Atlantic Ave. north to Via Los Incas & Sanford Ave.

- Design is 51% complete and on schedule.
- 20 of 62 (10%) easements approved.

Phase 8:
Royal Poinciana Way north to Everglade Ave.

- Design is 26% complete and on schedule.
- 2 of 87 (2%) easements approved.

III. FINANCIAL SUMMARY:

A. FEMA Grant Update:

- Quarterly submittals are in for approval.
- First reimbursement payment was received.

B. Project Budget Summary:

There are no significant changes since the last report. Updates include processing of vendor pay applications for design and work performed in active phases. The full Underground Utility Project Financial Report is provided within your backup package with the summary page attached.

cc: Jane LeClainche, Finance Director
Kevin Schanen, Kimley-Horn & Associates

Underground Utility Project Budget
Project Financial Summary
May 31, 2022

Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 1	**$ 12,620,000**	**$ 12,910,000**	$ 12,856,262	$ 12,734,604	**99.1%**
Phase 2	**$ 9,170,000**	**$ 13,470,000**	$ 12,924,578	$ 12,851,329	**99.4%**
Phase 3	**$ 10,910,000**	**$ 15,400,000**	$ 16,399,544	$ 11,531,365	**70.3%**
Phase 4	**$ 10,370,000**	**$ 15,220,000**	$ 17,695,472	$ 7,590,636	**42.9%**
Phase 5 (Includes $8.5 Million FEMA Grant Offset**)**	**$ 14,090,000**	**$ 11,694,645**	$ 17,935,288	$ 3,342,365	**18.6%**
Phase 6	**$ 16,820,000**	**$ 20,800,000**	$ 1,954,334	$ 1,810,167	**92.6%**
Phase 7	**$ 11,730,000**	**$ 15,910,000**	$ 1,619,090	$ 820,435	**50.7%**
Phase 8	**$ 12,300,000**	**$ 14,500,000**	$ 1,391,803	$ 456,738	**32.8%**
Total Project Costs To Date	**$ 98,010,000**	**$ 119,904,645**	**$ 82,776,371**	**$ 51,137,640**	**61.8%**
Other Costs Associated Directly with the Project (Page 8)	**$ 570,000**	**$ 2,513,512**	**$ 2,513,512**	**$ 2,427,701**	**96.6%**
Grand Total of Costs Related to Project	**$ 98,580,000**	**$ 122,418,157**	**$ 85,289,884**	**$ 53,565,341**	**62.8%**
Debt Service and Related Debt Issuance Costs (Page 8)			**$ 14,543,157**	**$ 11,780,924**	**81.0%**
Total Other Costs Outside Underground Budget (Page 8)			**$ 664,169**	**$ 1,640,162**	**246.9%**
Grand Total of All Costs Related to the Project	**$ 98,580,000**	**$ 122,418,157**	**$ 85,954,053**	**$ 66,986,426**	**77.9%**

Total Project Budget - Opinion of cost for construction		**$ 122,418,157**
% Budgeted/Encumbered To Date Project Costs		**69.67%**
% Spent to Date - Project Costs		**43.76%**

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	$ -	$ 18,329,914	0.0%
Assessment Revenue	$ 21,430,000	$ 21,804,031	101.7%
Commercial Paper	$ -	$ -	0.0%
Town Owned Property Prepaid Assessments	$ 2,797,291	$ 2,797,291	100.0%
Interest on Assessment Escrow	$ -	$ -	0.0%
Interest	$ 1,567,009	$ 3,158,850	201.6%
GO Bond Proceeds 2018	$ 60,500,000	$ 60,499,897	100.0%
GO Bond Proceeds 2021	$ 9,198,896	$ 9,198,896	100.0%
1 Cent Sales Tax	$ 5,000,000	$ 2,833,333	56.7%
FPL		$ 450,246	0.0%
FEMA Grant	$ 8,500,000	$ 311,959	3.7%
Other			
Kevin McGann - CO #9	$ -	$ 34,900	0.0%
Donations - Civic Association	$ 49,250	$ 49,250	100.0%
Transfer from (307) Fund CIP	$ 760,200	$ 760,200	100.0%
Transfer from (401) Fund Marina	$ 2,600,000	$ 1,733,333	66.7%
Transfer from (001) General Fund - PM Salary	$ 751,000	$ 959,191	127.7%
Total Project Revenues	**$ 113,153,646**	**$ 122,921,293**	**108.6%**

Underground Utility Project Budget
Phase 1 Project Costs
May 31, 2022

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Project Engineering					
Task 2.1 - Detailed Design North End	590,000		**472,063**	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		**619,411**	619,411	100.0%
Task 2.3 - Permitting Assistance			**17,790**	17,790	100.0%
Task 2.4 - Bid Phase Assistance			**42,166**	42,166	100.0%
Task 2.5 - Meetings - Design Phase			**125,399**	125,383	100.0%
Subtotal Design Phase	***$ 1,330,000***	***$ 1,280,000***	***$ 1,276,829***	***$ 1,276,813***	**100.0%**
Construction Costs					
Phase 1 North Construction					
Preconstruction			**$ 19,720**	19,720	**100.0%**
Burkhardt Construction			**$ 3,598,144**	3,598,144	**100.0%**
Street Light Conversion			**$ 26,273**	40,934	**155.8%**
Change Order for AT&T and Comcast Conduit			**$ 500,655**	491,883	**98.2%**
Utlity Design Costs			**$ 15,595**	16,945	**108.7%**
Utility Construction Costs (FPL, Comcast, AT&T)			**$ 476,776**	392,932	**82.4%**
Construction Engineering (KH)			**$ 207,771**	205,818	**99.1%**
	$ 4,210,000	**$ 4,930,000**	**$ 4,844,935**	**$ 4,766,377**	**98.4%**
Phase 1 South Construction					
Preconstruction			**$ 22,200**	22,200	**100.0%**
Whiting Turner Construction			**$ 4,450,977**	4,450,977	**100.0%**
Change Order for AT&T and Comcast Conduit			**$ 125,147**	125,147	**100.0%**
Street Light Conversion			**$ 68,115**	68,115	**100.0%**
Utlity Design Costs			**$ 33,013**	44,958	**136.2%**
Utility Construction Costs (FPL, Comcast, AT&T)			**$ 1,374,193**	1,317,824	**95.9%**
Construction Engineering (KH)			**$ 316,498**	316,396	**100.0%**
	$ 6,800,000	**$ 6,350,000**	**$ 6,390,143**	**$ 6,345,618**	**99.3%**
Easement Recording Fees			**$ 740**	$ 740	**100.0%**
Legal Costs/Easement Acquisition - Jones Foster	**$ 280,000**	**$ 350,000**	**$ 301,359**	**$ 306,723**	**101.8%**
Legal Sketch and Description - Easements			**34,000**	33,215	**97.7%**
Easement Abandonment			**$ 8,256**	5,120	**62.0%**
Legal Advertising				1,861	
Total Phase 1 Costs	**$ 12,620,000**	**$ 12,910,000**	**$ 12,856,262**	**$ 12,734,604**	**99.1%**

Underground Utility Project Budget
Phase 2 Project Costs
May 31, 2022

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 2 Design					
Kimley Horn					
Task 1.1 Phase 2 North Design	335,000		**$ 281,304**	$ 281,304	100.0%
Task 1.2 Phase 2 South Design	400,000		**$ 335,353**	$ 335,353	100.0%
Task 1.3 Permitting Assistance North and South			**$ 12,674**	$ 12,674	100.0%
Task 1.4 Bid Phase Assistance North and South			**$ 40,565**	$ 40,565	100.0%
Task 1.6 Meetings North and South			**$ 136,617**	$ 131,510	96.3%
Total Phase 2 Design	**$ 735,000**	**$ 807,000**	**$ 806,513**	**$ 801,406**	**99.4%**
Construction Costs					
Phase 2 North Construction					
Preconstruction			**$ 35,000**	31,970	91.3%
Burkhardt Construction			**$ 3,932,792**	3,905,978	99.3%
Owner Purchased Supplies			**$ 83,073**	205,809	247.7%
FPL Design Cost			**$ 11,759**	65,822	559.8%
ATT Design Cost			**$ 5,000**	$ 5,000	100.0%
Comcast Design Cost				$ 4,582	
Utility Costs (FPL, Comcast, AT&T)			**$ 496,307**	$ 423,898	85.4%
FPL - Additional Vista Switches				$ 54,938	
Street Light Conversion			**$ 19,186**	$ 19,186	100.0%
Construction Engineering (KH)			**$ 248,121**	$ 246,227	99.2%
Total Phase 2 North Construction	**3,800,000**	**5,020,000**	**$ 4,831,238**	**$ 4,963,409**	**102.7%**
Phase 2 South Construction	-				
Preconstruction			**$ 35,000**	88,167	251.9%
Burkhardt Construction			**$ 6,322,275**	6,125,191	96.9%
Owner Supplied Materials			**$ 172,321**	175,898	102.1%
FPL Design Cost			**$ 13,330**	16,900	126.8%
ATT Design Cost			**$ 5,000**	$ 5,000	100.0%
Comcast Design Cost			**$ 5,000**	$ 4,582	91.6%
Utility Costs (FPL, Comcast, AT&T)			**$ 200,000**	$ 123,948	62.0%
Street Light Conversion			**$ 20,000**	$ 19,268	96.3%
Reimburse John Moran				$ 39,240	
Construction Engineering (KH)	-		**$ 325,280**	$ 300,757	92.5%
Total Phase 2 South Construction	**4,435,000**	**7,424,000**	**$ 7,098,206**	**$ 6,898,950**	**97.2%**
Easement Acquisition/Abandonment	**200,000**	**219,000**			
Kimley Horn Easement Assistance					
Task 1.5 Easement Assistance North			**$ 64,936**	$ 64,935	100.0%
Task 1.5 Easement Assistance South			**$ 77,466**	$ 77,467	100.0%
Surveys					
Task 1.7 Legal Sketch North			**$ 14,020**	$ 14,020	100.0%
Task 1.7 Legal Sketch South			**$ 21,725**	$ 20,689	95.2%
Advertising				$ 1,101	
Recording Costs			**$ 3,605**	$ 3,359	93.2%
Easement Abandonment			**$ 6,870**	$ 5,994	87.2%
Total Easement Acquisition Costs	**200,000**	**219,000**	**$ 188,622**	**$ 187,564**	**99.4%**
Total Phase 2 Costs	**$9,170,000**	**$13,470,000**	**$ 12,924,578**	**$ 12,851,329**	**99.4%**

Underground Utility Project Budget
Phase 3 Project Costs
May 31, 2022

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 3 Design					
Kimley Horn					
Task 1.1 Phase 3 North Design	$ 325,000		$ 280,189	$ 280,189	100.0%
Task 1.2 Phase 3 South Design	$ 535,000		$ 486,333	$ 486,323	100.0%
Task 1.3 Permitting Assistance			$ 13,739	$ 13,739	100.0%
Task 1.4 Bid Phase Assistance			$ 36,834	$ 36,834	100.0%
Task 1.5 Meetings			$ 77,411	$ 76,626	99.0%
Total Phase 3 Design	**$ 860,000**	**$ 895,000**	**$ 894,505**	**$ 893,710**	**99.9%**
Construction Costs					
Phase 3 North Construction	**$ 3,700,000**	**$ 5,300,000**			
Preconstruction			**$ 24,580**	$ 24,580	100.0%
Construction - Burkhardt			**$ 4,100,697**	$ 4,100,697	100.0%
Owner supplied materials			**$ 2,797**	$ 2,797	100.0%
FPL Design Cost			**$ 12,850**	$ 1,350	10.5%
ATT Design Cost			**$ 5,000**	$ 5,000	100.0%
Comcast Design Cost			**$ 3,128**	$ 3,128	100.0%
FPL Construction			**$ 87,101**	$ 87,101	100.0%
Street Light Conversion			**$ 4,249**	$ 7,012	165.0%
Utility Costs (Comcast & ATT)			**$ 409,387**	$ 409,387	100.0%
Construction Engineering (KH)			**$ 236,976**	$ 224,829	94.9%
Daniella Construction - Nightingale/LaPuerta - Townwide portion			**$ 457,222**	$ 457,222	100.0%
FPL Nightingale/LaPuerta - Townwide Portion			**$ 85,796**	$ 85,796	100.0%
Comcast Nightingale/LaPuerta - Townwide Portion			**$ 8,885**	$ 8,885	100.0%
AT&T Nightingale/LaPuerta Townwide Portion			**$ 30,555**	$ 30,555	100.0%
Billing for Arnold Fisher relocate transformer Deanna Davis and Cohlan			**$ (17,647)**	**(17,647)**	**100.0%**
Total Phase 3 North Construction	**$ 3,700,000**	**$ 5,300,000**	**$ 5,451,576**	**$ 5,430,692**	**99.6%**
Phase 3 South Construction	**$ 6,090,000**	**$ 8,875,000**			
Preconstruction			**$ 33,400**	33,400	100.0%
Construction			**$ 8,029,385**	3,913,100	48.7%
Owner supplied Pipe			**$ 118,315**	118,315	100.0%
FPL Construction			**$ 562,000**	562,905	100.2%
FPL Design Cost			**$ 11,359**	15,808	139.2%
FPL - 101 El Brillo			**$ 10,875**	10,875	100.0%
J Box Installation			**$ 14,636**	14,636	100.0%
ATT Design and Construction Cost			**$ 425,000**	5,000	1.2%
Comcast Design and Construction Cost			**$ 195,128**	3,128	1.6%
Construction Engineering (KH)			**$ 322,540**	196,221	60.8%
Total Phase 3 South Construction	**$ 6,090,000**	**$ 8,875,000**	**$ 9,722,638**	**$ 4,873,389**	**50.1%**
Easement Acquisition/Abandonment	**$ 260,000**	**$ 330,000**			
Kimley Horn Easement Assistance					
Task 1 Easement Assistance North and South			**$ 273,390**	$ 271,663	99.4%
Easement Amendment			**$ 49,285**	$ 49,198	99.8%
Surveys					
Recording Costs				$ 5,067	
Easement Abandonment			**$ 8,150**	$ 7,645	
Total Easement Acquisition Costs	**$ 260,000**	**$ 330,000**	**$ 330,825**	**$ 333,574**	**100.8%**
Total Phase 3 Costs	**$ 10,910,000**	**$ 15,400,000**	**$ 16,399,544**	**$ 11,531,365**	**70.3%**

Underground Utility Project Budget
Phase 4 Project Costs
May 31, 2022

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 4 Design					
Kimley Horn					
Task 1.1 Phase 4 North Design	$ 402,000		$ 312,317	312,317	100.0%
Task 1.2 Phase 4 South Design	$ 413,000		$ 451,284	451,284	100.0%
Task 1.3 Permitting Assistance			$ 14,468	14,468	100.0%
Task 1.4 Bid Phase Assistance			$ 37,899	37,899	100.0%
Task 1.6 Meetings			$ 77,911	77,383	99.3%
Total Phase 4 Design	**$ 815,000**	**$ 894,000**	**$ 893,879**	**893,351**	**99.9%**
Construction Costs					
Phase 4 North Construction	**4,605,000**	**6,275,000**			
Preconstruction			**$ 22,270**	22,270	100.0%
Construction Costs			**$ 5,061,056**	3,873,599	76.5%
Owner Supplied Pipe and Vaults				148,998	
FPL BCE			**$ 91,543**	91,543	100.0%
FPL Design Cost			**$ 12,757**	12,850	100.7%
ATT Design Cost				5,000	
Comcast Design Cost			**$ 173,151**	173,151	
Utility Costs (FPL, Comcast, AT&T)					
Street Light Conversion FPL				4,222	
Construction Engineering (KH)			**$ 324,309**	239,566	73.9%
Total Phase 4 North Construction	**$ 4,605,000**	**$ 6,275,000**	**$ 5,685,086**	**4,571,199**	**80.4%**
Phase 4 South Construction	**4,710,000**	**7,640,000**			
Preconstruction			**$ 34,800**	34,800	100.0%
Construction			**$ 8,803,506**	81,949	0.9%
Construction with Lake Drive Park			**$ 320,311**	363,499	113.5%
Owner Supplied Pipes				2,170	
FPL Design Cost			**$ 13,160**	1,350	10.3%
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Kimley Horn - Design services Hibiscus Ave			**$ 12,047**	9,890	82.1%
Utility Costs (FPL, Comcast, AT&T)			**$ 1,148,441**	1,148,441	100.0%
Construction Engineering (KH)			**$ 333,659**	46,057	13.8%
Total Phase 4 South Construction	**$ 4,710,000**	**$ 7,640,000**	**$ 10,665,924**	**1,696,284**	**15.9%**
Easement Acquisition/Abandonment	**$ 240,000**	**$ 411,000**			
Kimley Horn Easement Assistance					
Easement Assistance (KH)			**$ 280,270**	280,254	100.0%
Easement Assistance (KH) -- Switches			**$ 67,747**	67,231	99.2%
Easement Assistance (KH)			**$ 59,369**	38,597	65.0%
Surveys					
Legal Sketch			**$ 38,230**	38,092	99.6%
Legal Sketch - Switches			**$ 4,967**		
Jones Foster - Legal					
Recording Costs				5,629	
Easement Abandonment					
Total Easement Acquisition Costs	**$ 240,000**	**$ 411,000**	**$ 450,583**	**429,803**	**95.4%**
Total Phase 4 Costs	**$ 10,370,000**	**$ 15,220,000**	**$17,695,472**	**7,590,636**	**42.9%**

Underground Utility Project Budget
Phase 5 Project Costs
May 31, 2022

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 5					
Kimley Horn					
Task 1.1 Phase 5 North Design	$ 520,000		$ 454,210	$ 454,210	100.0%
Task 1.2 Phase 5 South Design	$ 600,000		$ 606,951	$ 606,951	100.0%
Task 1.3 Permitting Assistance North/South			$ 17,100	$ 17,100	100.0%
Task 1.4 Bid Phase Assistance North/South			$ 37,899	$ 37,899	100.0%
Task 1.6 Meetings North/South			$ 77,911	$ 77,905	100.0%
Total Phase 5 Design	**$ 1,120,000**	**$ 1,195,000**	**$ 1,194,071**	**$ 1,194,065**	**100.0%**
Construction Costs					
Phase 5 North Construction	**$ 5,890,000**	**$ 8,055,000**			
Preconstruction			**$ 59,100**	59,100	100.0%
Construction			**$ 6,416,942**	683,258	10.6%
Construction Manager			**$ 940,702**	150,512	16.0%
Utility Costs (FPL, Comcast, AT&T)			**$ 67,157**	67,157	100.0%
AT&T Design			**$ 5,000**	5,000	100.0%
FPL Design Costs			**$ 16,223**	30,330	187.0%
Reimburse Caren and Gary Marder work performed			**$ 6,100**	6,100	100.0%
Construction Engineering (KH)			**$ 334,157**	59,042	17.7%
Total Phase 5 North Construction	**$ 5,890,000**	**$ 8,055,000**	**$ 7,845,381**	**$ 1,060,500**	**13.5%**
Phase 5 South Construction	**$ 6,750,000**	**$ 10,545,000**			
Preconstruction			**$ 59,100**	59,100	100.0%
Construction			**$ 6,629,361**	146,250	2.2%
Infrastructure from Phase 4 south bid			**$ 163,350**		0.0%
Construction Manager			**$ 979,098**	117,492	12.0%
Utility Costs (FPL, Comcast, AT&T)			**$ 365,720**	365,720	100.0%
AT&T Design			**$ 5,000**	5,000	100.0%
FPL Design Costs			**$ 19,283**	20,633	107.0%
Construction Engineering (KH)			**$ 334,159**	39,345	11.8%
Total Phase 5 South Construction	**$ 6,750,000**	**$ 10,545,000**	**$ 8,555,071**	**$ 753,540**	**8.8%**
Easement Acquisition/Abandonment	**$ 330,000**	**$ 365,000**			
Kimley Horn Easement Assistance					
Easement Assistance			**$ 218,600**	$ 218,536	100.0%
Easement Assistance			**$ 81,086**	$ 77,963	96.1%
Surveys					
Legal Sketch			**$ 41,080**	$ 32,130	78.2%
Jones Foster - Legal					
Legal Ads				$ 327	
Recording Costs				$ 5,304	
Easement Abandonment				$ -	
Total Easement Acquisition Costs	**$ 330,000**	**$ 365,000**	**$ 340,766**	**$ 334,260**	**98.1%**
FEMA Grant		**$ (8,465,355)**			
Total Phase 5 Costs	**$ 14,090,000**	**$ 11,694,645**	**$ 17,935,288**	**$ 3,342,365**	**18.6%**

Underground Utility Project Budget
Phase 6 Project Costs
May 31, 2022

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 6 Design					
Kimley Horn					
Task 1.1 Phase 6 North Design	**$ 420,000**		**$ 475,019**	$ 475,019	100.0%
Task 1.2 Phase 6 South Design	**$ 940,000**		**$ 826,551**	$ 826,551	100.0%
Task 1.3 Permitting Assistance North/South			**$ 17,694**	$ 13,271	75.0%
Task 1.4 Bid Phase Assistance North/South			**$ 35,938**	$ 26,954	75.0%
Task 1.6 Meetings North			**$ 84,791**	$ 84,765	100.0%
Total Phase 6 Design	**$ 1,360,000**	**$ 1,440,000**	**$ 1,439,993**	**$ 1,426,559**	**99.1%**
Utility and Construction Costs					
Phase 6 North Construction	**$ 4,790,000**	**$ 6,615,000**			
Preconstruction			**$ 24,270**		
Construction					
Approved Change Orders					
FPL Design Cost			**$ 15,868**	29,198	184.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 North Construction	**$ 4,790,000**	**$ 6,615,000**	**$ 40,138**	**$ 29,198**	**72.7%**
Phase 6 South Construction	**$ 10,270,000**	**$ 12,298,000**			
Preconstruction			**$ 24,270**		
Construction					
Approved Change Orders					
FPL Design Cost			**$ 29,924**	29,924	100.0%
ATT Design Cost			**$ 10,000**	10,000	100.0%
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 South Construction	**$ 10,270,000**	**$ 12,298,000**	**$ 64,194**	**$ 39,924**	**62.2%**
Easement Acquisition/Abandonment	**$ 400,000**	**$ 447,000**			
Kimley Horn Easement Assistance					
Easement Assistance			**$ 351,594**	$ 286,543	81.5%
Surveys					
Legal Sketch			**$ 58,415**	$ 25,388	43.5%
Legal Ads				$ 113	
Recording Costs				$ 2,442	
Easement Abandonment				$ -	
Total Easement Acquisition Costs	**$ 400,000**	**$ 447,000**	**$ 410,009**	**$ 314,486**	**76.7%**
Total Phase 6 Costs	**$ 16,820,000**	**$20,800,000**	**$ 1,954,334**	**$1,810,167**	**92.6%**

Underground Utility Project Budget
Phase 7 Project Costs
May 31, 2022

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 7 Design					
Kimley Horn					
Task 1.1 Phase 7 North Design	$ 450,000		$ 492,488	$ 246,244	50.0%
Task 1.2 Phase 7 South Design	$ 480,000		$ 630,830	$ 315,415	50.0%
Task 1.3 Bid Phase Assistance North and South			$ 35,938		0.0%
Task 1.4 Meetings North and South			$ 77,616	$ 33,080	42.6%
Total Phase 7 Design	**$ 930,000**	**$ 1,237,000**	**$ 1,236,872**	**$ 594,739**	**48.1%**
Utility and Construction Costs					
Phase 7 North Construction	**$ 5,140,000**	**$ 7,005,000**			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			**$ 15,806**	**27,165**	**171.9%**
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 North Construction	**$ 5,140,000**	**$ 7,005,000**	**$ 15,806**	**$ 27,165**	**171.9%**
Phase 7 South Construction	**$ 5,380,000**	**$ 7,320,000**			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			**$ 19,953**	**19,953**	**100.0%**
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 South Construction	**$ 5,380,000**	**$ 7,320,000**	**$ 19,953**	**$ 19,953**	**100.0%**
Easement Acquisition/Abandonment	**$ 280,000**	**$ 348,000**			
Kimley Horn Easement Assistance					
Easement Assistance			**$ 346,459**	$ 177,701	51.3%
Surveys					
Legal Sketch					
Legal Ads				$ 113	
American Acquisition Group					
Temp Services					
Legal Advertising					
Recording Costs				$ 764	
Total Easement Acquisition Costs	**$ 280,000**	**$ 348,000**	**$ 346,459**	**$ 178,579**	**51.5%**
Total Phase 7 Costs	**$ 11,730,000**	**$ 15,910,000**	**$ 1,619,090**	**$ 820,435**	**50.7%**

Underground Utility Project Budget
Phase 8 Project Costs
May 31, 2022

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 8 Design					
Kimley Horn					
Task 1.1 Phase 8 Design	$ 1,010,000	$ 1,151,000	$ 1,029,017	$ 308,705	30.0%
Task 1.2 Permitting Assistance			$ 17,694		0.0%
Task 1.3 Bid Phase Assistance			$ 14,430		0.0%
Task 1.4 Meetings			$ 89,778	$ 346	0.4%
Total Phase 8 Design	**$ 1,010,000**	**$ 1,151,000**	**$ 1,150,919**	**$ 309,051**	**26.9%**
Utility and Construction Costs					
Phase 8 Construction	**$ 10,990,000**	**$ 13,107,000**			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			**$ 13,160**	13,160	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 8 North Construction	**$ 10,990,000**	**$ 13,107,000**	**$ 13,160**	**$ 13,160**	**100.0%**
Easement Acquisition/Abandonmer	**$ 300,000**	**$ 242,000**			
Kimley Horn Easement Assistance					
Easement Assistance			**$ 227,724**	$ 134,348	59.0%
Surveys					
Legal Sketch					
Legal Ads				$ 56	
American Acquisition Group					
Temp Services					
Recording Costs				$ 122	
Total Easement Acquisition Costs	**$ 300,000**	**$ 242,000**	**$ 227,724**	**$ 134,527**	**59.1%**
Total Phase 8 Costs	**$ 12,300,000**	**$ 14,500,000**	**$ 1,391,803**	**$ 456,738**	**32.8%**

Underground Utility Project Budget
Other Project Costs
May 31, 2022

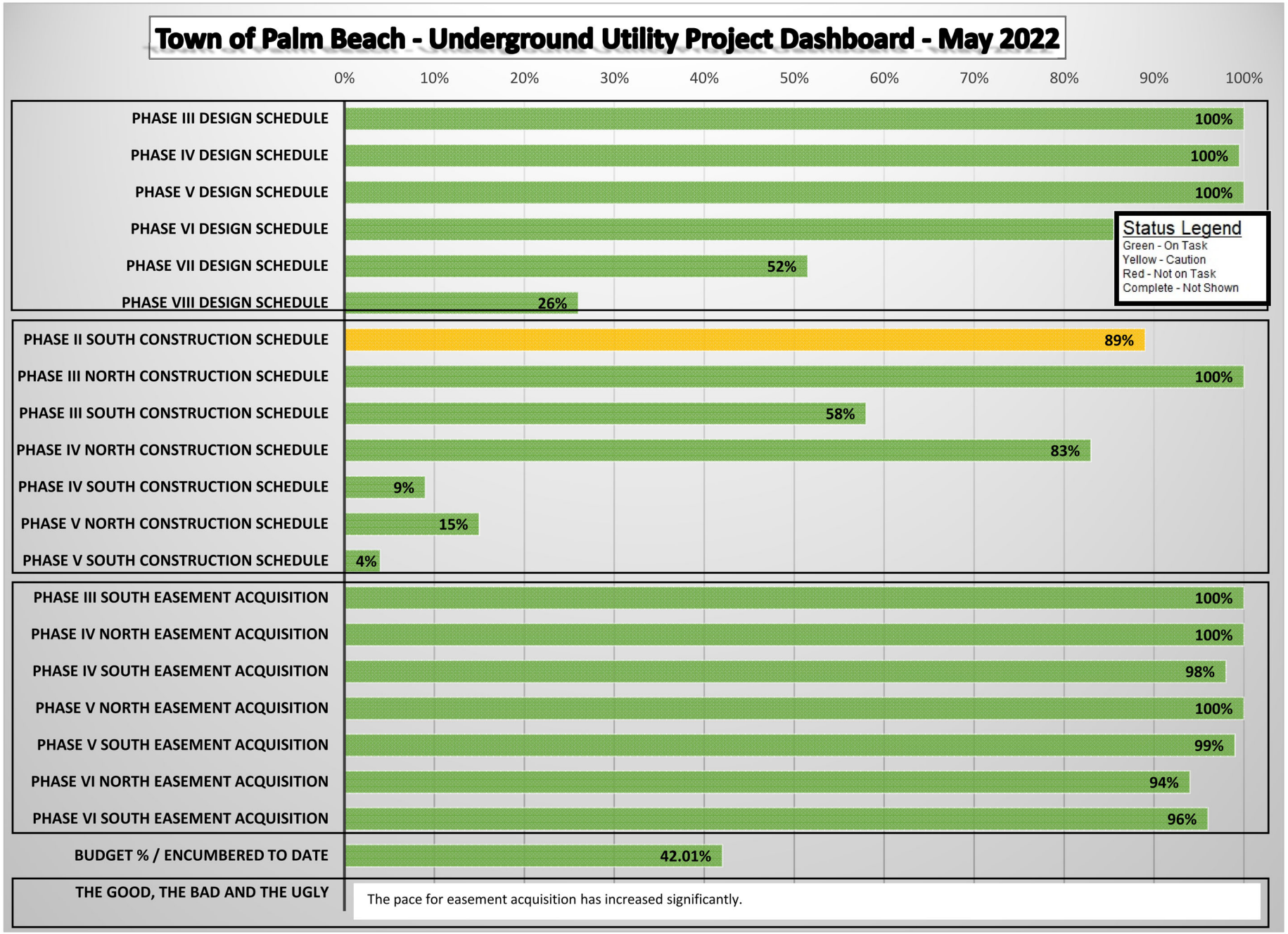
Master Plan	Budget	Actual	% Expended
Task 1.1 - Data Collection & GIS Base Mapping	$ 88,021	$ 88,021	100.0%
Tash 1.1a Data Collection for Future Communications	$ 23,511	$ 23,511	100.0%
Task 1.2 - Conceptual Design and Master Plan	$ 161,756	$ 161,756	100.0%
Task 1.3 - Project Sequencing and Phasing	$ 31,244	$ 31,244	100.0%
Task 1.4 - Assessment of Traffic Impacts	$ 77,660	$ 77,660	100.0%
Task 1.5 - Project Delivery Methods	$ 17,448	$ 17,448	100.0%
Task 1.6 - Master Plan Document	$ 45,053	$ 45,053	100.0%
Task 1.7 - Meetings Master Planning Phase	$ 113,135	$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	$ 40,067	$ 40,067	100.0%
Subtotal Master Planning	***$ 597,895***	**$ 597,883**	100.0%
Comcast Preplanning - Master Plan	**$ 12,015**	$ 12,015	100.0%
Assessment Costs, Fees and Discounts	**$ 786,560**	$ 786,560	100.0%
Project Manager -Pay and benefits	**$ 559,547**	$ 563,017	100.6%
Temp Services - Easement Acquisition	**$ 150,000**	$ 97,459	65.0%
Other Miscellaneous Expenses		$ 22,716	
General Easement Assistance	**$ 24,976**	$ 24,838	99.4%
Community Outreach	**$ 282,519**	$ 223,214	79.0%
Peer Review Study - Patterson & Dewar ($50,000 Offsetting Revenue)	**$ 100,000**	$ 100,000	100.0%
Total Other Project Costs	**$ 2,513,512**	**$ 2,427,701**	**96.6%**

Debt Service and Related Debt Issuance Costs

	Budget	Actual	% Expended
Commercial Paper Issuance Cost	**$ 260,116**	$ 260,116	100.0%
Commercial Paper Interest	**$ 243,096**	$ 243,096	100.0%
Arbitrage Rebate Calculation	**$ 2,500**	$ 1,400	56.0%
Debt Service Fees	**$ 2,000**	$ -	0.0%
GO Bond Closing Costs 2018	**$ 488,271**	$ 487,471	99.8%
GO Bond Closing Costs 2021	**$ 202,169**	$ 202,380	100.1%
GO Bond Debt Service	**$ 13,345,005**	$ 10,586,462	79.3%
Total Debt Service and Related Debt Issuance Costs	**$ 14,543,157**	**$ 11,780,924**	**81.0%**

Related Costs Outside of the Underground Project Budget

	Budget	Actual	% Expended
Costs paid from (307) Fund CIP			
Underground City of Lake Worth Section			
Project Design	**$ 25,231**	$ 24,430	96.8%
Project Construction	**$ 351,081**	$ 346,124	98.6%
Project Construction Engineering	**$ 11,607**	$ 12,849	110.7%
Utility Cost (FPL, Comcast, AT&T)	**$ 134,333**	$ 127,531	94.9%
Project Meeting Attendance	**$ 3,334**	$ 2,914	87.4%
Total Lake Worth Section	**$ 525,586**	$ 513,847	97.8%
Ibis Way PGD Improvements	**$ 14,583**	$ 14,583	100.0%
General Fund Costs			
Goldmacher v TPB Legal and Other Costs		$ 183,701	
Kosberg v TPB Legal and Other Costs		$ 607,692	
PBT Real Estate v TPB		$ 188,594	
Gardner, Bist Bowden, Bush (Shef Wright)		$ 24,799	
Telecommunications Consultant	**$ 89,000**	$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	**$ 35,000**	$ 23,735	67.8%
Total Related Costs Outside of the Budget	**$ 664,169**	**$ 1,640,162**	**246.9%**


Town of Palm Beach - Underground Utility Project Dashboard - May 2022
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
PHASE III DESIGN SCHEDULE
100%
PHASE IV DESIGN SCHEDULE
100%
PHASE V DESIGN SCHEDULE
100%
PHASE VI DESIGN SCHEDULE
PHASE VII DESIGN SCHEDULE
52%
PHASE VIII DESIGN SCHEDULE
26%
Status Legend
Green - On Task
Yellow - Caution
Red - Not on Task
Complete - Not Shown
PHASE II SOUTH CONSTRUCTION SCHEDULE
89%
PHASE III NORTH CONSTRUCTION SCHEDULE
100%
PHASE III SOUTH CONSTRUCTION SCHEDULE
58%
PHASE IV NORTH CONSTRUCTION SCHEDULE
83%
PHASE IV SOUTH CONSTRUCTION SCHEDULE
9%
PHASE V NORTH CONSTRUCTION SCHEDULE
15%
PHASE V SOUTH CONSTRUCTION SCHEDULE
4%
PHASE III SOUTH EASEMENT ACQUISITION
100%
PHASE IV NORTH EASEMENT ACQUISITION
100%
PHASE IV SOUTH EASEMENT ACQUISITION
98%
PHASE V NORTH EASEMENT ACQUISITION
100%
PHASE V SOUTH EASEMENT ACQUISITION
99%
PHASE VI NORTH EASEMENT ACQUISITION
94%
PHASE VI SOUTH EASEMENT ACQUISITION
96%
BUDGET % / ENCUMBERED TO DATE
42.01%
THE GOOD, THE BAD AND THE UGLY
The pace for easement acquisition has increased significantly.

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, Director of Finance

FROM: Dean Mealy, NIGP-CPP, CPPO, Town Procurement and Contract Manager

RE: Resolution to Approve Award of GMP to Burkhardt Construction Inc. for Phase 6 North in the Amount of $7,867,296 and Establish a Project Budget of $8,117,296. **Resolution No. 073-2022**

Resolution to Approve Award of GMP to Burkhardt Construction Inc. for Phase 6 South in the Amount of $8,149,565 and Establish a Project Budget of $8,400,000. **Resolution No. 074-2022**

DATE: May 27, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution 073-2022, approving award of the Guaranteed Maximum Price (GMP) to Burkhardt Construction Inc. (BCI) for Phase 6 North in the amount of $7,867,296 and establish a project budget of $8,117,296.

Town staff recommends that Town Council approve Resolution 074-2022, approving award of the GMP to BCI for Phase 6 North in the amount of $8,149,565 and establish a project budget of $8,400,000.

GENERAL INFORMATION

The Town of Palm Beach selected BCI as the Construction Manager at Risk for the Phase 6 North and South Undergrounding Conversion. On May 20, 2022, BCI submitted a GMP for the projects to the Town and BCI for review. The GMPs received included costs for the Phase 6 North and South Undergrounding Project.

BCI reviewed the GMP to identify any abnormalities with the various bid items, CMAR costs, and Exceptions and Clarifications submitted by BCI. Below is the cost overview for the total construction cost since the master plan estimate was revised in 2019:

Phase Area	Construction Cost Proposal	Master Plan OPC	Difference	% Difference
3S	$8,029,384.83	$7,710,000.00	$319,384.83	+4.1%
4N	$4,843,009.99	$5,360,000.00	($516,990.01)	-9.6%
4S	$8,803,506.00	$6,400,000.00	$2,403,506.00	+37.6%
5N	$7,347,435.31	$6,960,000.00	$387,435.31	+5.6%
5S	$8,102,327.89	$8,940,000.00	($837,672.11)	-9.4%
6N	$7,867,296.00	$5,620,000.00	$2,247,296.00	+40.0%
6S	$8,149,565.00	$10,040,000.00	($1,890,435.00)	-18.8%
Totals	**$53,142,525.02**	**$51,030,000.00**	**$2,112,525.02**	**+4.1%**

FUNDING/FISCAL IMPACT

Funding for the Phase 6 North and South portion will be from the Townwide Underground Utility Fund.

PUBLIC WORKS REVIEW

This item has been reviewed by Public Works and approved as recommended.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

cc: Paul Brazil, P.E., Director of Public Works
Patricia Strayer, P.E., Town Engineer
Duke Basha, Assistant Purchasing Manager
Ryan Canterbury, Senior Buyer

RESOLUTION NO. 073-2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF GUARANTEED MAXIMUM PRICE (GMP) TO BURKHARDT CONSTRUCTION INC. FOR PHASE 6 NORTH IN THE AMOUNT OF $7,867,296 AND ESTABLISHING A PROJECT BUDGET OF $8,117,296

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 073-2022, approving the award of GMP to Burkhardt Construction Inc. for Phase 6 North in the amount of $7,867,296 and establishing a project budget of $8,117,296.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of June 2022.

_____
Danielle H. Moore, Mayor

_____
Margaret A. Zeidman, Town Council President

_____
Bobbie Lindsay, Town Council President Pro Tem

_____
Julie Araskog, Town Council Member

ATTEST:

_____
Edward A. Cooney, Town Council Member

_____
Pat Gayle-Gordon, Acting Town Clerk

_____
Lewis S.W. Crampton, Town Council Member

RESOLUTION NO. 074-2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF GUARANTEED MAXIMUM PRICE (GMP) TO BURKHARDT CONSTRUCTION INC. FOR PHASE 6 SOUTH IN THE AMOUNT OF $8,149,565 AND ESTABLISHING A PROJECT BUDGET OF $8,400,000

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 074-2022, approving the Award of GMP to Burkhardt Construction Inc. for Phase 6 South in the Amount of $8,149,565 and establishing a project budget of $8,400,000.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of June 2022.

_____
Danielle H. Moore, Mayor

_____
Margaret A. Zeidman, Town Council President

_____
Bobbie Lindsay, Town Council President Pro Tem

_____
Julie Araskog, Town Council Member

ATTEST:

_____
Edward A. Cooney, Town Council Member

_____
Pat Gayle-Gordon, Acting Town Clerk

_____
Lewis S.W. Crampton, Town Council Member

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 6 - North
Guaranteed Maximum Price

From:	**Burkhardt Construction, Inc.** Attn: Marc Kleisley, Vice President 1400 Alabama Ave. West Palm Beach, FL 33401 Ph: (561) 659-1400 Fax: (561) 659-1402
Owner:	**Town Of Palm Beach** Public Works & Engineering Dept 951 Old Okeechobee Road West Palm Beach, FL 33401 Tel: (561) 838-5440 Fax: (561) 835-4691
Engineer:	**Kimley-Horn & Associates, Inc.** Attn: Kevin Schanen, P.E. 1920 Wekiva Way, Suite 200 West Palm Beach, FL. 33411 Ph: (561) 845-0665 Fax: (561) 863-8175
Project:	**Townwide Overhead Utility Undergrounding - Phase 6 - North**
Plans:	Based on bid set of plans & specifications BCI received date 1.28.2022 Based on revision set of plans BCI received date 3.15.2022 Complete Plan Log attached
Location:	Town of Palm Beach
Proposal Date:	5/20/2022; Rev. 5/26/2022

Direct Construction Costs:	**$**	**6,030,414.00**
General Conditions	**$**	**455,532.00**
Construction Phase Management Fee	**$**	**831,350.00**
Profit	**$**	**550,000.00**
Total Guaranteed Maximum Price	**$**	**7,867,296.00**

06-14-22 TCM Backup

Town of Palm Beach

Townwide Overhead Utility Undergrounding - Phase 6 - North

Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
FPL - ATT - COMCAST OVERHEAD UTILITY UNDERGROUNDING				$6,030,414.00						
GENERAL REQUIREMENTS (ALLOWANCE)										
SITE CLEANING, DEBRIS REMOVAL, TREE PROTECTION, SPECIALTY SIGNAGE	1	ALL	$18,500.00	$ 18,500.00			ALLOWANCE		18500	18500
ALLOWANCE FOR SANITARY SEWER SERVICE LATERAL REPAIR OR REPLACEMENT	1	ALL	$20,000.00	$ 20,000.00			ALLOWANCE		20000	20000
ALLOWANCE FOR SURVEY RE-STAKING	1	ALL	$6,500.00	$ 6,500.00			ALLOWANCE		6500	6500
DANGER RIBBON	25	ROL								
OFF DUTY POLICE OFFICERS		NIC								
TEMPORARY STREET LIGHTING		NIC								
UNDERGROUNDING OF FPL - COMCAST - ATT										
UNDERGROUNDING OF UTILITIES	1	LS	$5,925,414.00	$ 5,925,414.00			CR DUNN	5925414.00		5925414.00
PROPOSED LANDSCAPING AT TRANSFORMERS	1	ALL	$60,000.00	$ 60,000.00			ALLOWANCE	60000		60000
FPL BINDING COST ESTIMATE AND INSTALLATION FEES	BY OTHERS									
COMCAST INSTALLATION FEES	BY OTHERS									
ATT INSTALLATION FEES	BY OTHERS									
					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
Townwide Overhead Utility Undergrounding - Phase 6 - North Direct Construction Cost Total				**$6,030,414.00**	0	0	0	5985414	45000	6030414

BURKHARDT CONSTRUCTION, INC.

Town Of Palm Beach
Phase 6 North Overhead To Undergrounding
5/6/2022

PHASE 6 NORTH BID ANALYSIS
Based On Phase 6 North Overhead To Undergrounding Plans From Kimley Horn Dated BCI Received 01-28-22 & 03-15-22, "Bid Set"

Owner: **Town Of Palm Beach**
951 Old Okeechobee Road
West Palm Beach, FL. 33401

Designer: **Kimley Horn & Associates**
1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411

Plans: Phase 6 North Overhead To Undergrounding
BCI Received 01-28-2022 & 03-15-2022

Location: Generally from North Woods Road South To Kawana Lane / Chateaux Drive from the Intracoastal Waterway To The Atlantic Ocean.
Palm Beach, FL. 33480

Description	Quantity	U/M	C.R.DUNN		HYPOWER		VIKING / DANELLA		INFRATECH		PIKE CORPORATION	
			UNIT PRICE	$1,660,643.99	UNIT PRICE	$2,247,645.54	UNIT PRICE	$2,503,093.00	UNIT PRICE	$0.00	UNIT PRICE	$0.00
MISCELLANEOUS ITEMS												
NPDES WEEKLY REPORTING	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
NPDES SET UP & MAINTENANCE	1	LS	$15,100.00	$ 15,100.00	$34,742.29	$ 34,742.29	$15,000.00	$ 15,000.00		$ -		$ -
PERFORMANCE & PAYMENT BONDS	1	LS	$116,183.93	$ 116,183.93	$64,000.00	$ 64,000.00	$97,011.00	$ 97,011.00		$ -		$ -
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS	$599,107.60	$ 599,107.60	$545,884.52	$ 545,884.52	$1,476,000.00	$ 1,476,000.00		$ -		$ -
REMOVE & RELOCATE EXISTING SIGN & POST	1	EA	$377.50	$ 377.50	$1,051.87	$ 1,051.87	$2,000.00	$ 2,000.00	NO BID	-	NO BID	-
REMOVE FOOTER & 2' STEM WALL WITHIN EASEMENT	11	LF	$137.26	$ 1,509.86	$355.15	$ 3,906.65	$500.00	$ 5,500.00		-		-
REMOVE / DISPOSE EXISTING FENCE	66	LF	$11.48	$ 757.68	$25.94	$ 1,712.04	$125.00	$ 8,250.00		-		-
FURNISH & INSTALL FENCE TO MATCH EXISTING	56	LF	$59.04	$ 3,306.24	$68.79	$ 3,852.24	$125.00	$ 7,000.00		-		-
COORDINATE WITH FPU TO RELOCATE EXISTING GAS MAIN AROUND EQUIPMENT	32	LF	$4.71	$ 150.72	$536.83	$ 17,178.56	$200.00	$ 6,400.00		$ -		$ -
REMOVE & RELOCATE EXISTING BANANA TREES AS DETERMINED BY OWNER	1	EA	$3,020.00	$ 3,020.00	$793.96	$ 793.96	$15,000.00	$ 15,000.00		$ -		$ -
REMOVE & RELOCATE EXISTING JUVENILE ARECA PALM	1	EA	$302.00	$ 302.00	$1,587.90	$ 1,587.90	$2,500.00	$ 2,500.00		$ -		$ -
REMOVE EXISTING TREE	2	EA	$1,177.80	$ 2,355.60	$4,520.84	$ 9,041.68	$3,500.00	$ 7,000.00		$ -		$ -
REMOVE EXISTING VEGETATION / HEDGE AS NECESSARY	1	LS	$1,812.00	$ 1,812.00	$186,572.74	$ 186,572.74	$8,000.00	$ 8,000.00		$ -		$ -
TRIM EXISTING VEGETATION / HEDGE / TREE AS REQUIRED	1	LS	$755.00	$ 755.00	$39,662.31	$ 39,662.31	$4,000.00	$ 4,000.00		$ -		$ -
REMOVE EXISTING TREES AS NECESSARY	1	LS	$3,624.00	$ 3,624.00	$70,376.64	$ 70,376.64	$3,500.00	$ 3,500.00		$ -		$ -
SAWCUT / REMOVE & DISPOSE OF CURB OR ASPHALT / EXCAVATE /SUBGRADE / COMPACT CURB PAD / INSTALL RAISED CURB	76	LF	$151.00	$ 11,476.00	$181.33	$ 13,781.08	$50.00	$ 3,800.00		$ -		$ -
SAWCUT / REMOVE & DISPOSE OF CURB OR ASPHALT / EXCAVATE /SUBGRADE / COMPACT CURB PAD / INSTALL "F" CURB	46	LF	$151.00	$ 6,946.00	$220.67	$ 10,150.82	$52.00	$ 2,392.00		$ -		$ -
SAWCUT / REMOVE & DISPOSE OF CURB OR ASPHALT / EXCAVATE /SUBGRADE / COMPACT CURB PAD / INSTALL 6" RAISED CURB	18	LF	$151.00	$ 2,718.00	$290.37	$ 5,226.66	$55.00	$ 990.00		$ -		$ -
SAWCUT EXISTING CONCRETE DRIVEWAY	255	LF	$1.89	$ 481.95	$15.29	$ 3,898.95	$45.00	$ 11,475.00		$ -		$ -
REMOVE EXISTING WOODEN SCREEN AS REQUIRED TO INSTALL EQUIPMENT	1	LS	$755.00	$ 755.00	$2,172.40	$ 2,172.40	$2,500.00	$ 2,500.00		$ -		$ -
REMOVE EXISTING CONCRETE DRIVEWAY / REPLACE WITH 6" CONCRETE DRIVEWAY	1991	SF	$16.61	$ 33,070.51	$32.47	$ 64,647.77	$25.00	$ 49,775.00		$ -		$ -
LOAD/HAUL/DISPOSE OF SURPLUS FILL	1	LS	$56,534.40	$ 56,534.40	$21,496.70	$ 21,496.70	$50,000.00	$ 50,000.00		$ -		$ -
REMOVE / CLEAR / GRUB / DISPOSE OF EXISTING VEGETATION / TREES TO FACILITATE INSTALLATION OF PRIVATE UTILITY CONDUITS & EQUIPMENT	1	LS	$120,800.00	$ 120,800.00	$143,929.05	$ 143,929.05	$50,000.00	$ 50,000.00		$ -		$ -
PERMANENT ROADWAY TRENCH / BORE PIT / HANDHOLE RESTORATION INCLUDING LINE STRIPING	1	LS	$679,500.00	$ 679,500.00	$1,001,978.71	$ 1,001,978.71	$675,000.00	$ 675,000.00		$ -		$ -
FPL				$2,410,550.94		$2,351,902.69		$2,644,073.00		$0.00		$0.00
INSTALL FPL FURNISHED 1PN1C	4746	LF	$27.86	$ 132,223.56	$37.70	$ 178,924.20	$22.00	$ 104,412.00		$ -		$ -
INSTALL FPL FURNISHED 2PN2C	4406	LF	$31.92	$ 140,639.52	$36.54	$ 160,995.24	$28.00	$ 123,368.00		$ -		$ -
INSTALL FPL FURNISHED 3PN3C	4656	LF	$35.89	$ 167,103.84	$37.85	$ 176,229.60	$34.00	$ 158,304.00		$ -		$ -
INSTALL FPL FURNISHED 4PN4C	2,566	LF	$44.79	$ 114,931.14	$24.70	$ 63,380.20	$40.00	$ 102,640.00		$ -		$ -
INSTALL FPL FURNISHED 5PN5C	1018	LF	$46.81	$ 47,652.58	$30.81	$ 31,364.58	$44.00	$ 44,792.00		$ -		$ -
INSTALL FPL FURNISHED 6PN6C	590	LF	$52.99	$ 31,264.10	$59.41	$ 35,051.90	$48.00	$ 28,320.00		$ -		$ -
INSTALL FPL FURNISHED 1-2-FPL-S	7386	LF	$28.19	$ 208,211.34	$35.76	$ 264,123.36	$22.00	$ 162,492.00		$ -		$ -
INSTALL FPL FURNISHED 1-6-FPL-S	439	LF	$40.08	$ 17,595.12	$24.88	$ 10,922.32	$48.00	$ 21,072.00		$ -		$ -
INSTALL FPL FURNISHED 2-2-FPL-S	4352	LF	$32.87	$ 143,050.24	$37.77	$ 164,375.04	$28.00	$ 121,856.00		$ -		$ -
INSTALL FPL FURNISHED 3-2-FPL-S	218	LF	$37.21	$ 8,111.78	$49.52	$ 10,795.36	$34.00	$ 7,412.00		$ -		$ -
INSTALL FPL FURNISHED 4-2-FPL-S	275	LF	$41.10	$ 11,302.50	$28.26	$ 7,771.50	$40.00	$ 11,000.00		$ -		$ -
INSTALL FPL FURNISHED 5-2-FPL-S	208	LF	$46.81	$ 9,736.48	$36.96	$ 7,687.68	$44.00	$ 9,152.00		$ -		$ -
INSTALL FPL FURNISHED 6-2-FPL-S	102	LF	$52.99	$ 5,404.98	$71.08	$ 7,250.16	$48.00	$ 4,896.00		$ -		$ -

Description	Quantity	U/M	C.R.DUNN		HYPOWER		VIKING / DANELLA		INFRATECH		PIKE CORPORATION	
INSTALL FPL FURNISHED 0FNC	266	LF	$50.74	$ 13,496.84	$26.17	$ 6,961.22	$48.00	$ 12,768.00		$ -		$ -
INSTALL FPL FURNISHED FNC	6804	LF	$44.77	$ 304,615.08	$21.00	$ 142,884.00	$48.00	$ 326,592.00		$ -		$ -
INSTALL FPL FURNISHED PRIMARY WIRE INCLUDING ALL CONNECTIONS	46420	LF	$4.45	$ 206,569.00	$6.11	$ 283,626.20	$12.00	$ 557,040.00		$ -		$ -
INSTALL FPL FURNISHED FEEDER WIRE INCLUDING ALL CONNECTIONS	6804	LF	$20.39	$ 138,733.56	$8.05	$ 54,772.20	$18.00	$ 122,472.00		$ -		$ -
INSTALL FPL FURNISHED, FPL OWNED SERVICE WIRE INCLUDING ALL CONNECTIONS,TIE-INS AND INTERCEPTS.	19935	LF	$4.45	$ 88,710.75	$8.19	$ 163,267.65	$5.40	$ 107,649.00		$ -		$ -
FURNISH & INSTALL 2 #6 IN 1" CONDUIT (CUSTOMER OWNED SERVICE SHEET C 10.20)	44	LF	$36.06	$ 1,586.64	$138.66	$ 6,101.04	$16.00	$ 704.00		$ -		$ -
INSTALL FPL FURNISHED A-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	$3,577.19	$ 3,577.19	$1,998.46	$ 1,998.46	$2,700.00	$ 2,700.00		$ -		$ -
INSTALL FPL FURNISHED B-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	$3,577.19	$ 7,154.38	$1,998.47	$ 3,996.94	$2,700.00	$ 5,400.00		$ -		$ -
INSTALL FPL FURNISHED C-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	$3,577.19	$ 7,154.38	$1,998.47	$ 3,996.94	$2,700.00	$ 5,400.00		$ -		$ -
INSTALL FPL FURNISHED A/B-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	3	EA	$4,001.50	$ 12,004.50	$2,096.87	$ 6,290.61	$2,700.00	$ 8,100.00		$ -		$ -
INSTALL FPL FURNISHED A/C-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	$4,001.50	$ 8,003.00	$2,096.88	$ 4,193.76	$2,700.00	$ 5,400.00		$ -		$ -
INSTALL FPL FURNISHED A/B/C-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	3	EA	$4,424.30	$ 13,272.90	$2,260.92	$ 6,782.76	$2,700.00	$ 8,100.00		$ -		$ -
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	6	EA	$4,424.30	$ 26,545.80	$2,293.63	$ 13,761.78	$2,700.00	$ 16,200.00		$ -		$ -
INSTALL FPL FURNISHED B/C-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	$4,001.50	$ 4,001.50	$2,195.02	$ 2,195.02	$2,700.00	$ 2,700.00		$ -		$ -
INSTALL FPL FURNISHED FEEDER SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	5	EA	$7,403.53	$ 37,017.65	$6,816.76	$ 34,083.80	$9,000.00	$ 45,000.00		$ -		$ -
INSTALL FPL FURNISHED PME-4 / 3 PHASE PAD MOUNTED SWITCH GEAR; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	3	EA	$6,795.00	$ 20,385.00	$3,601.04	$ 10,803.12	$8,500.00	$ 25,500.00		$ -		$ -
INSTALL FPL FURNISHED STANDARD SWITCH, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	7	EA	$7,093.98	$ 49,657.86	$3,146.90	$ 22,028.30	$10,000.00	$ 70,000.00		$ -		$ -
REMOVE EXISTING DISCONNECTED METER	1	EA	$226.50	$ 226.50	$591.30	$ 591.30	$1,200.00	$ 1,200.00		$ -		$ -
REMOVE EXISTING HANDHOLE	1	EA	$377.50	$ 377.50	$4,950.10	$ 4,950.10	$600.00	$ 600.00		$ -		$ -
INSTALL FPL FURNISHED 30" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	3	EA	$2,645.52	$ 7,936.56	$1,731.12	$ 5,193.36	$1,000.00	$ 3,000.00		$ -		$ -
INSTALL FPL FURNISHED 24" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	3	EA	$2,136.65	$ 6,409.95	$1,780.19	$ 5,340.57	$800.00	$ 2,400.00		$ -		$ -
INSTALL FPL FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	5	EA	$5,819.54	$ 29,097.70	$2,757.06	$ 13,785.30	$3,800.00	$ 19,000.00		$ -		$ -
INSTALL FPL FURNISHED SINGLE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	26	EA	$3,213.28	$ 83,545.28	$2,637.17	$ 68,566.42	$3,200.00	$ 83,200.00		$ -		$ -
EXISTING FPL TRANSFORMERS TO HAVE PHASING CHANGED	3	EA	$755.00	$ 2,265.00	$1,398.62	$ 4,195.86	$5,000.00	$ 15,000.00		$ -		$ -
COORDINATE EXACT LOCATION OF MAKE READY POLE AND FEEDER LIMITS WITH FPL; POLE TO BE FURNISHED AND INSTALLED BY FPL	1	EA	$377.50	$ 377.50	$4,194.38	$ 4,194.38		$ -		$ -		$ -
LOOP 1PN1C INTO EXISTING TRANSFORMER	8	EA	$377.50	$ 3,020.00	$2,164.34	$ 17,314.72	$1,800.00	$ 14,400.00		$ -		$ -
LOOP 2PN2C INTO EXISTING TRANSFORMER	6	EA	$377.50	$ 2,265.00	$2,276.80	$ 13,660.80	$1,900.00	$ 11,400.00		$ -		$ -
LOOP 3PN3C INTO EXISTING TRANSFORMER	3	EA	$453.00	$ 1,359.00	$2,539.26	$ 7,617.78	$2,000.00	$ 6,000.00		$ -		$ -
LOOP 5PN5C INTO EXISTING TRANSFORMER	1	EA	$528.50	$ 528.50	$2,867.32	$ 2,867.32	$2,600.00	$ 2,600.00		$ -		$ -
LOOP 6PN6C INTO EXISTING TRANSFORMER	1	EA	$604.00	$ 604.00	$4,399.26	$ 4,399.26	$3,200.00	$ 3,200.00		$ -		$ -
LOOP 1PN1C INTO EXISTING A/C PHASE SPLICE BOX	2	EA	$377.50	$ 755.00	$2,164.62	$ 4,329.24	$1,900.00	$ 3,800.00		$ -		$ -
LOOP EXISTING SERVICE INTO PROPOSED HANDHOLE	2	EA	$1,812.00	$ 3,624.00	$2,276.81	$ 4,553.62	$1,800.00	$ 3,600.00		$ -		$ -
LOOP 1-6-FPL-S INTO EXISTING HANDHOLE TO INTERCEPT & REUSE EXISTING SERVICE (475 & 473 N. COUNTY ROAD - SHEET C3.15)	1	EA	$755.00	$ 755.00	$4,399.26	$ 4,399.26	$3,500.00	$ 3,500.00		$ -		$ -
LOOP A PHASE INTO EXISTING TRANSFORMER	1	EA	$377.50	$ 377.50	$2,164.59	$ 2,164.59	$1,800.00	$ 1,800.00		$ -		$ -
LOOP 3 PRIMARY CABLES INTO EXISTING 3 PHASE TRANSFORMER	1	EA	$679.50	$ 679.50	$2,538.61	$ 2,538.61	$2,500.00	$ 2,500.00		$ -		$ -
LOOP EXISTING 3PN3C INTO NEW PRIMARY SPLICE BOX	1	EA	$1,812.00	$ 1,812.00	$3,164.07	$ 3,164.07	$2,500.00	$ 2,500.00		$ -		$ -
LOOP EXISTING 1PN1C INTO NEW PRIMARY SPLICE BOX	1	EA	$1,510.00	$ 1,510.00	$2,375.22	$ 2,375.22	$2,200.00	$ 2,200.00		$ -		$ -
CAP 0FNC IN R.O.W.	1	EA	$528.50	$ 528.50	$4,877.65	$ 4,877.65	$600.00	$ 600.00		$ -		$ -
CONNECT 3PN3C INTO EXISTING SWITCH	2	EA	$1,132.50	$ 2,265.00	$657.24	$ 1,314.48	$2,500.00	$ 5,000.00		$ -		$ -
INTERCEPT EXISTING AB PHASES	2	EA	$1,812.00	$ 3,624.00	$2,539.60	$ 5,079.20	$3,000.00	$ 6,000.00		$ -		$ -
INTERCEPT EXISTING PRIMARY INTO REMOTE VAULT	1	EA	$3,775.00	$ 3,775.00	$3,164.07	$ 3,164.07	$4,800.00	$ 4,800.00		$ -		$ -
INTERCEPT EXISTING CAPPED FEEDER IN R.O.W.	2	EA	$679.50	$ 1,359.00	$4,749.70	$ 9,499.40	$2,200.00	$ 4,400.00		$ -		$ -
INTERCEPT EXISTING 1PN1C IN EASEMENT	1	EA	$1,812.00	$ 1,812.00	$3,000.68	$ 3,000.68	$1,200.00	$ 1,200.00		$ -		$ -
INTERCEPT EXISTING 1PN1C IN R.O.W.	1	EA	$1,812.00	$ 1,812.00	$3,000.68	$ 3,000.68	$1,200.00	$ 1,200.00		$ -		$ -
INTERCEPT EXISTING 2PN2C IN R.O.W.	1	EA	$1,812.00	$ 1,812.00	$3,164.07	$ 3,164.07	$1,500.00	$ 1,500.00		$ -		$ -
INTERCEPT EXISTING SERVICES	4	EA	$1,812.00	$ 7,248.00	$3,002.17	$ 12,008.68	$1,800.00	$ 7,200.00		$ -		$ -
INTERCEPT EXISTING PRIMARY INTO PME-4 (SHEET C3.23)	1	EA	$1,812.00	$ 1,812.00	$3,164.07	$ 3,164.07	$4,800.00	$ 4,800.00		$ -		$ -
ABANDON IN PLACE EXISTING PRIMARY CONDUIT (SHEET C3.16 & C3.20)	1	LS	$15.10	$ 15.10	$5,784.70	$ 5,784.70	$1,200.00	$ 1,200.00		$ -		$ -
REUSE EXISTING SERVICE CONDUIT AND PULL SERVICE WIRE	504	LF	$9.06	$ 4,566.24	$46.54	$ 23,456.16	$8.00	$ 4,032.00		$ -		$ -
INSTALL 3PN3C PRIMARIES TO RISE UP THE POLE (Sheet C3.00)	1	EA	$4,711.20	$ 4,711.20	$4,420.97	$ 4,420.97	$4,800.00	$ 4,800.00		$ -		$ -
FURNISH & INSTALL NIGHTMASTER CONTROLLER INCLUDING ALUMINUM POSTS / GROUND RODS / FOUNDATIONS / BREAKERS / ENCLOSURES / ECT. FOR A COMPLETE SYSTEM. SEE PLAN SHEET C10.20	1	EA	$14,496.00	$ 14,496.00	$11,817.02	$ 11,817.02	$7,200.00	$ 7,200.00		$ -		$ -
CONFIRM GAS LINE IS ABANDONED AND REMOVE AS NECESSARY / COORDINATE REMOVAL WITH FPU. (SHEET C3.14)	1	LS	$2,265.00	$ 2,265.00	$10,801.30	$ 10,801.30	$25,000.00	$ 25,000.00		$ -		$ -
CONNECT AC PRIMARY TO MAKE READY POLE	1	EA	$4,711.20	$ 4,711.20	$9,498.63	$ 9,498.63	$4,800.00	$ 4,800.00		$ -		$ -

Description	Quantity	U/M	C.R.DUNN		HYPOWER		VIKING / DANELLA		INFRATECH		PIKE CORPORATION	
REMOVAL OF ALL RISERS (conduit, wire and u-guard) UP THE POLE FOR BOTH PRIMARY AND SECONDARY. THIS ALSO INCLUDES THE SECONDARY WIRE SPANNING BETWEEN THE POLE AND RESIDENCE	1	LS	$226,500.00	$ 226,500.00	$175,034.21	$ 175,034.21	$157,000.00	$ 157,000.00		$ -		$ -
POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
AT&T				$997,646.21		$859,725.54		$645,849.90		$0.00		$0.00
FURNISH AND INSTALL 1-1-ATT-S CONDUITS	10,682	LF	$31.77	$ 339,367.14	$36.32	$ 387,970.24	$22.95	$ 245,151.90		$ -		$ -
FURNISH AND INSTALL 2-1-ATT-S CONDUITS	692	LF	$35.71	$ 24,711.32	$40.75	$ 28,199.00	$27.00	$ 18,684.00		$ -		$ -
FURNISH AND INSTALL 3-1-ATT-S CONDUITS	180	LF	$40.12	$ 7,221.60	$61.97	$ 11,154.60	$30.00	$ 5,400.00		$ -		$ -
FURNISH AND INSTALL 4-1-ATT-S CONDUITS	166	LF	$44.53	$ 7,391.98	$68.44	$ 11,361.04	$37.00	$ 6,142.00		$ -		$ -
FURNISH AND INSTALL 5-1-ATT-S CONDUITS	40	LF	$48.94	$ 1,957.60	$136.67	$ 5,466.80	$41.95	$ 1,678.00		$ -		$ -
FURNISH AND INSTALL 1-2-ATT-S CONDUITS	748	LF	$33.67	$ 25,185.16	$38.08	$ 28,483.84	$25.00	$ 18,700.00		$ -		$ -
FURNISH AND INSTALL 1-2-ATT-M CONDUITS	78	LF	$33.67	$ 2,626.26	$68.97	$ 5,379.66	$25.00	$ 1,950.00		$ -		$ -
FURNISH AND INSTALL 1-5-ATT-M CONDUITS	6,032	LF	$62.80	$ 378,809.60	$35.74	$ 215,583.68	$34.00	$ 205,088.00		$ -		$ -
FURNISH AND INSTALL 2-5-ATT-M CONDUITS	548	LF	$90.75	$ 49,731.00	$57.46	$ 31,488.08	$57.00	$ 31,236.00		$ -		$ -
FURNISH AND INSTALL 3-5-ATT-M CONDUITS	27	LF	$112.25	$ 3,030.75	$246.83	$ 6,664.41	$110.00	$ 2,970.00		$ -		$ -
FURNISH AND INSTALL ATT FLUSH VAULT 30"X48" / NON ROAD RATED/TIER 22	13	EA	$5,602.10	$ 72,827.30	$4,610.99	$ 59,942.87	$3,800.00	$ 49,400.00		$ -		$ -
FURNISH AND INSTALL ATT FLUSH VAULT 30"X48" / NON ROAD RATED/TIER 22. INTERCEPT EXISTING AT&T CONDUITS	11	EA	$6,795.00	$ 74,745.00	$5,238.64	$ 57,625.04	$5,000.00	$ 55,000.00		$ -		$ -
FURNISH AND INSTALL ATT FLUSH VAULT 30"X48"/ ROAD RATED / H20	1	EA	$9,664.00	$ 9,664.00	$5,529.38	$ 5,529.38	$4,200.00	$ 4,200.00		$ -		$ -
CAP BELOW GRADE 1-5-ATT-M FOR CONNECTION TO PH7S. INSTALL MARKER BALL	1	EA	$377.50	$ 377.50	$4,876.90	$ 4,876.90	$250.00	$ 250.00		$ -		$ -
FURNISH AND INSTALL AT&T PEDESTALS	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
ATT ENGINEERING & INSTALLATION FEES	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
COMCAST				$771,110.84		$948,684.39		$643,222.60		$0.00		$0.00
FURNISH AND INSTALL 1-1-**CC-S** CONDUITS	3,158	LF	$30.70	$ 96,950.60	$37.43	$ 118,203.94	$22.95	$ 72,476.10		$ -		$ -
FURNISH AND INSTALL 2-1-**CC-S** CONDUITS	842	LF	$35.85	$ 30,185.70	$40.27	$ 33,907.34	$27.00	$ 22,734.00		$ -		$ -
FURNISH AND INSTALL 3-1-**CC-S** CONDUITS	115	LF	$58.83	$ 6,765.45	$50.81	$ 5,843.15	$30.00	$ 3,450.00		$ -		$ -
FURNISH AND INSTALL 4-1-**CC-S** CONDUITS	88	LF	$79.56	$ 7,001.28	$66.52	$ 5,853.76	$37.00	$ 3,256.00		$ -		$ -
FURNISH AND INSTALL 1-1-**CC-S** CONDUITS OUTSIDE OF R.O.W. (PRIVATE SIDE SERVICES)	1,056	LF	$30.70	$ 32,419.20	$37.48	$ 39,578.88	$22.95	$ 24,235.20		$ -		$ -
FURNISH AND INSTALL 1-1-**CC-M** CONDUITS	34	LF	$30.70	$ 1,043.80	$149.51	$ 5,083.34	$22.95	$ 780.30		$ -		$ -
FURNISH AND INSTALL 1-2-**CC-M** CONDUITS	609	LF	$33.85	$ 20,614.65	$45.76	$ 27,867.84	$25.00	$ 15,225.00		$ -		$ -
FURNISH AND INSTALL 1-3-**CC-M** CONDUITS	11,602	LF	$40.62	$ 471,273.24	$49.53	$ 574,647.06	$34.00	$ 394,468.00		$ -		$ -
FURNISH AND INSTALL 2-3-**CC-M** CONDUITS	1,428	LF	$55.25	$ 78,897.00	$54.71	$ 78,125.88	$56.00	$ 79,968.00		$ -		$ -
FURNISH AND INSTALL 3-3-**CC-M** CONDUITS	302	LF	$68.46	$ 20,674.92	$102.97	$ 31,096.94	$65.00	$ 19,630.00		$ -		$ -
CAP BELOW GRADE 1-3-CC-M FOR CONNECTION TO PH7S. INSTALL MARKER BALL	2	EA	$377.50	$ 755.00	$4,746.05	$ 9,492.10	$500.00	$ 1,000.00		$ -		$ -
INTERCEPT EXISTING COMCAST CONDUITS	4	EA	$1,132.50	$ 4,530.00	$4,746.04	$ 18,984.16	$1,500.00	$ 6,000.00		$ -		$ -
FURNISH AND INSTALL **COMCAST** VHUB	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
FURNISH AND INSTALL **COMCAST** POWER SUPPLY	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
FURNISH AND INSTALL **COMCAST** LCP	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
FURNISH AND INSTALL **COMCAST** PEDESTALS	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
COMCAST ENGINEERING & INSTALLATION FEES	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
WATER				$74,367.50		$42,909.27		$98,200.00		$0.00		$0.00
RELOCATE EXISTING WATER SERVICE	5	EA	$4,907.50	$ 24,537.50	$1,956.33	$ 9,781.65	$7,500.00	$ 37,500.00		$ -		$ -
RELOCATE EXISTING BACKFLOW	8	EA	$4,907.50	$ 39,260.00	$3,101.23	$ 24,809.84	$6,500.00	$ 52,000.00		$ -		$ -
RELOCATE EXISTING WATER METER	1	EA	$755.00	$ 755.00	$2,283.45	$ 2,283.45	$5,000.00	$ 5,000.00		$ -		$ -
RELOCATED EXISTING WATER VALVE	1	EA	$4,907.50	$ 4,907.50	$4,566.88	$ 4,566.88	$2,500.00	$ 2,500.00		$ -		$ -
RELOCATE EXISTING SPIGOT	1	EA	$4,907.50	$ 4,907.50	$1,467.45	$ 1,467.45	$1,200.00	$ 1,200.00		$ -		$ -
DRAINAGE				$10,796.50		$28,800.26		$30,000.00		$0.00		$0.00
REMOVE & REPLACE EXISTING DRAINAGE STRUCTURE WITH NEW INLET STRUCTURE INCLUDING HOODED FRAME & GRATE / TIE EXISTING PIPE INTO NEW STRUCTURE.	1	EA	$10,796.50	$ 10,796.50	$28,800.26	$ 28,800.26	$30,000.00	$ 30,000.00		$ -		$ -
ROUNDING CORRECTION				***$ 297.67***		***$ (220.00)***		$ -				
BID TOTAL AMOUNT				**$5,925,413.65**		**$6,479,447.69**		**$6,564,438.50**		**$0.00**		**$0.00**

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 6 - North

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 6 - North**

Plans: Based on bid set of plans & specifications BCI received date 1.28.2022
Based on revision set of plans BCI received date 3.15.2022
Complete Plan Log attached

Location: Town of Palm Beach

Proposal Date: 5/20/2022; Rev. 5/26/2022

Item Description					Amount
BASED ON A 24 MONTH DURATION					
MOBILIZATION (move-in, move-out)					$0.00
TRANSPORT	$65.00 /	Hr	x	0	$0.00
EQUIPMENT	$35.00 /	Hr.	x	0	$0.00
PROJECT FIELD OFFICE					$67,188.50
OFFICE	$5,000.00 /	mo.	x	6	$30,000.00
YARD	$0.00 /	mo.	x	0	$0.00
EMPLOYEE PARKING FEES	$500.00 /	mo.	x	0	$0.00
WORK PLATFORM FOR YARD	$200.00 /	mo.	x	0	$0.00
TEMPORARY FENCING FOR YARD	$500.00 /	mo.	x	0	$0.00
CONSTRUCTION YARD LIGHTING	$0.00 /	mo.	x	0	$0.00
OFFICE FURNISHINGS	$500.00 /	mo.	x	6	$3,000.00
COMPUTERS	$300.00 /	mo.	x	6	$1,800.00
PROCORE SOFTWARE	$700.00 /	mo.	x	6	$4,200.00
SUBMITTAL SOFTWARE	$2,000.00 /	ls	x	0	$0.00
COPY MACHINE	$350.00 /	mo.	x	6	$2,100.00
FAX MACHINE	$100.00 /	mo.	x	6	$600.00
INTERNET SERVICE	$150.00 /	mo.	x	6	$900.00
CELLULAR TELEPHONE	$200.00 /	mo.	x	6	$1,200.00
TELEPHONE	$150.00 /	mo.	x	6	$900.00
FEDERAL EXPRESS MAILINGS	$100.00 /	mo.	x	0	$0.00

POSTAGE		$50.00 /	mo.	x	0	$0.00
PHOTOGRAPHS						
AERIAL PHOTOS		$110.00 /	mo.	x	0	$0.00
JOB PHOTOS		$50.00 /	wk	x	0	$0.00
PRE-CONSTRUCTION VIDEO		$15,678.50 /	ls	x	1	$15,678.50
PLAN REPRODUCTION COST/PRINTING		$200.00 /	set	x	6	$1,200.00
OFFICE SUPPLIES		$50.00 /	mo.	x	6	$300.00
FIRST AID SUPPLIES		$50.00 /	mo.	x	6	$300.00
WATER SERVICE		$35.00 /	mo.	x	6	$210.00
SANITARY SERVICE		$50.00 /	mo.	x	6	$300.00
ELECTRIC SERVICE		$200.00 /	mo.	x	6	$1,200.00
GARBAGE SERVICE		$25.00 /	mo.	x	6	$150.00
CONSTRUCTION WATER		$250.00 /	mo.	x	6	$1,500.00
JOHN DEERE GATOR (1)		$500.00 /	mo.	x	0	$0.00
ICE		$275.00 /	mo.	x	6	$1,650.00

BONDS					$98,339.63
GENERAL BOND	$7,867,170.00	x	1.25%		$98,339.63
SUBCONTRACTORS BONDS					

PARTNERING INITIATIVES		$2,500.00
NOTICES, LETTERS, INFORMATION MEETINGS		$2,500.00

INSURANCE					$148,278.52
GENERAL INSURANCE	$7,804,132.37	x	1.90%		$148,278.52
Commercial General Liability					
Comprehensive Automobile Liability					
Owner Indemnification					
Professional (Errors/Omissions) Liability					
Excess/Umbrella Liability					
ADD'L INSUREDS	$100.00 /	ea.	x	0	$0.00
ADDED INSURANCES					NOT INCLUDED
Railroad protective Liability Ins.					NOT INCLUDED
Builders Risk Insurance					NOT INCLUDED
Installation Floater					NOT INCLUDED
Flood Insurance					NOT INCLUDED
SUBCONTRACTORS' INSURANCE				INCLUDED IN THEIR DIRECT COSTS	

SANITARY SERVICES					$2,100.00
JOB TOILET (2ea.)	$350.00 /	mo.	x	6	$2,100.00

TESTING COSTS		$35,125.36
DENSITIES		
PRESSURE		
PROCTORS		
BACTERIOLOGICAL		
CONCRETE CYLINDERS		
ENGINEERING & REPORTING		
TV'ING OF INSTALLED LINES	NOT INCLUDED	

FEES	$0.00
TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES	NONE ANTICIPATED
PERMIT SUBMISSION AND EXPEDITING	BY OTHERS
FDOT GENERAL USE PERMITS	NIC
DEWATERING PERMITS	NO FEE PERMIT
RAILROAD PERMITS	NIC
PALM BEACH COUNTY PERMITS	NIC
CITY OF WEST PALM BEACH PERMITS	NIC

SURVEYING		$102,000.00
LAYOUT & ASBUILTS	Avirom and Associates, Inc.	$102,000.00
ALLOWANCE FOR RESTAKING & DRAFTING		SEE DIRECT COSTS
SMALL HAND TOOLS/EQUIPMENT RENTAL		$0.00
ALLOWANCE (GENERAL)		$0.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS		N/A
GENERAL CONDITIONS TOTAL		$455,532.00

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 6 - North

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
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951 Old Okeechobee Road
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Engineer: **Kimley-Horn & Associates, Inc.**
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1920 Wekiva Way, Suite 200
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Ph: (561) 845-0665
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Project: **Townwide Overhead Utility Undergrounding - Phase 6 - North**

Plans: Based on bid set of plans & specifications BCI received date 1.28.2022
Based on revision set of plans BCI received date 3.15.2022
Complete Plan Log attached

Location: Town of Palm Beach

Proposal Date: 5/20/2022; Rev. 5/26/2022

Item Description	PHASE 6 NORTH	Rate/Hr.	Amount

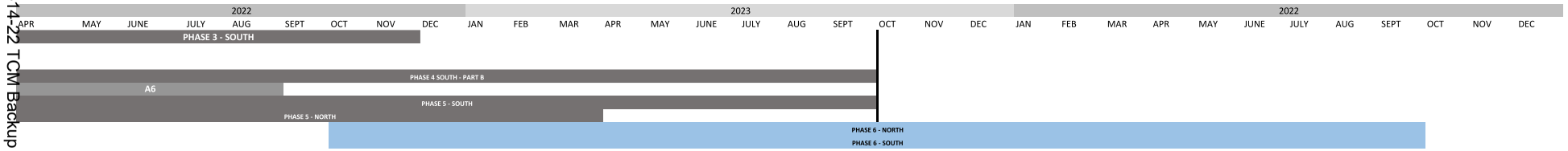
Based on a 24 month duration - Starting October 1, 2022

October 2022 thru November 2022	9 weeks
December 2022 thru March 2023	17 weeks
April 2022 thru September 2023	26 weeks
October 2023 thru September 2024	52 weeks
	104 weeks

	Oct '22 thru Nov '22		Dec '22 thru March '23		Apr '23 thru Sept '23		Oct '23 thru Sept '24			
	Hrs./Week	Weeks	Hrs./Week	Weeks	Hrs./Week	Weeks	Hrs./Week	Weeks		
Project Principal	2	9	2	17	2	26	5	52	$ 175.00	$ 63,700.00
Senior Project Manager	0	9	0	17	0	26	20	52	$ 150.00	$ 156,000.00
Project Manager	0	9	0	17	0	26	0	52	$ 100.00	$ -
Assistant Project Manager	0	9	0	17	24	26	24	52	$ 75.00	$ 140,400.00
Superintendent/Construction Field Manager	0	9	0	17	24	26	24	52	$ 100.00	$ 187,200.00
Merchant/Resident Liaison	0	9	0	17	32	26	40	52	$ 75.00	$ 218,400.00
Project Accountant	2.5	9	2.5	17	2.5	26	5	52	$ 90.00	$ 35,100.00
Administrative Assistant	2.5	9	2.5	17	5	26	8	52	$ 50.00	$ 30,550.00
Field Office Clerk	0	9	0	17	0	26	0	52	$ 50.00	$ -

$ 831,350.00

MANAGEMENT / GC OVERLAP



BURKHARDT CONSTRUCTION, INC.

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 6 - North

Exceptions & Clarifications - 05/20/2022; Rev. 5/26/2022

GENERAL

1 Scope of work and quantities are based on Bid Set Plans & Specifications BCI received on 01/28/2022 & revised set BCI received 03/15/2022 for the Townwide Overhead Utility Undergrounding - Phase 6 - North. Complete plan log is included with this submittal.

2 GMP pricing is based on a project start date of October 03, 2022. Project duration shall be two (2) years or 24 months from notice to proceed.

3 G.M.P. does not include a construction contingency for the overhead utility undergrounding. Burkhardt Construction, Inc. recommends that the Town carry a construction contingency. Any savings from unused allowances listed in the direct construction costs will revert back to the Town.

4 G.M.P. does not include any capital improvement fees, connection fees or impact fees.

5 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.

6 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.

7 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.

8 G.M.P. cost estimate does not include additional insurance premiums for naming individual property owners as additional insureds.

9 G.M.P. includes all sales tax on materials. If the Town elects to direct Owner purchase the ATT & COMCAST materials, the estimated tax savings will be issued in a deductive change order.

10 Utility easements shall be obtained prior to work being performed in that area. If a construction easement has not been obtained it may impact the installation schedule, additional costs may be incurred. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.

11 Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the contingency.

12 If the proposed design locations of transformers, vaults and handholes change after conduit installation, then additional costs may be incurred for the relocation. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.

13 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.

14 TOPB Building Permits; All permits shall be in hand prior to start of construction.

15 The following are part of the G.M.P. in order to facilitate the aggressive work schedule.

a. From October 03, 2022 through November 23, 2022 regularly scheduled crew work hours shall be 8:00 AM to 6:00 PM Monday through Friday. From November 24, 2022 through April 16, 2023 regularly scheduled crew work hours shall be from 9:00 AM to 5:00 PM Monday through Friday. From April 17, 2023 through November 22, 2023 regularly scheduled crew work hours shall be 8:00 AM to 6:00 PM Monday through Friday. From November 23, 2023 through April 07, 2024 regularly scheduled crew work hours shall be from 9:00 AM to 5:00 PM Monday through Friday. From April 08, 2024 through November 27, 2024 regularly scheduled crew work hours shall be from 8:00 AM through 6:00 PM Monday through Friday.

b. Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which may be necessary due to emergency, delay or makeup time, shall be requested on a case by case basis and reviewed/approved by the Public Works Staff. If the Public Works Staff approves the request, the following Town code section shall not apply to the work performed in this GMP. Sec. 42-198(a) Prohibited. During the period of the year commencing on the Monday prior to Thanksgiving of each year and ending April 30, no person shall operate or cause to be operated the following machinery or equipment within the town (1)Dredges, whether used in making hydraulic fills, dry fills, piledriving or any other purpose.(2)Hammer-driven piledrivers, whether operated from water or land, or from motor truck or tractor, and whether stationary or moveable.(3)Gasoline, diesel and/or steam engines, operated in such a manner as to emit odors or noises offensive or disagreeable to the inhabitants of the town.(4)Dry sandblasting machines and jackhammers.(5)Any other class of machinery or appliance that in its operation would render the enjoyment of property within the town less agreeable than if such appliances or machinery were not operated.

c. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.

d. The schedule makes no provision for delays caused by named storms.

e. The construction contract shall be authorized by the Town Council in the June 2022 Town Council meeting.

16 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials.

17 G.M.P. does not include removal or replacement of any unsuitable subsoils. Demucking is specifically excluded.

18 G.M.P. is based upon the use of the Town's property as a construction staging yard located at 6th Street and Dixie Highway, West Palm Beach and Phipps Ocean Park. Fence rental and storage containers are not included in this GMP.

19 Prices are based on re-using excavated material for backfill. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.

20 G.M.P. is based on the assumption that portions of roadways will be closed to vehicular traffic during some phases of construction. Closures shall be coordinated with the Town and in accordance with the Town's Maintenance of Traffic permit conditions.

21 G.M.P. cost estimate does not include any new street signage, posts or line striping other than what has been disturbed due to construction.

22 G.M.P. does not include any cost to mill and pave. All areas will be restored with a permanent patch.

23 Owner and Construction Manager (the “Parties”) acknowledge and agree the GMP and Contract Time as defined in the Agreement do not include any cost impacts or schedule impacts (collectively “Impacts”) associated with COVID-19, any other virus, disease, epidemic, or pandemic (“Epidemic”). The Parties agree if Construction Manager's work is delayed, suspended, disrupted, made more expensive, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including, but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness and related costs; (3) unavailability of labor or increased labor costs, including, but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, lockout or denial of labor by any union or collective bargaining unit, labor force reduction required by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, shelter-in-place orders, closures, changes in the law, or other directives or restrictions that impact the work or the Project site; or (5) fulfillment of Construction Manager’s contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Construction Manager’s shall be entitled to an equitable adjustment of the GMP and/or Contract Time for all such impacts. The Parties further agree, Construction Manager’s will attempt to exercise due diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of disruption; however, Construction Manager does not warrant the performance of material suppliers, supply chains and supply chain management. Likewise, Construction Manager cannot foresee and is not carrying any necessary costs or contingencies for such Impacts and did not include any such Impacts in its GMP proposal for this Project.

24 Due to the present volatile nature of the construction market, construction material costs could change substantially during construction. The G.M.P. does not include any assumed material price increases. If any proposed increases are approved, these increases will be paid from the Town's contingency.

25 G.M.P. includes an allowance for any repairs / replacement of sanitary service laterals from the private residences to the Town's main that are not located.

26 G.M.P. does not include any repairs / replacement to private side gas, propane, or electric service lines to generators that are not located.

27 Upon (a) achievement of substantial completion; or (b) achievement of substantial completion of all items for which Burkhardt Construction, Inc. is directly responsible such that the only outstanding items preventing finalization and closeout of the permit are either: (1) items which Owner has separately contracted for, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; or (2) items under Burkhardt Construction Inc.'s permit but wholly out of Burkhardt Construction Inc.'s control, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; the Owners shall release Burkhardt Construction, Inc., its respective officers, directors, agents and employees (collectively, "BCI") from all liability and indemnify, save, defend, and hold harmless BCI from and against any and all liabilities, damages, claims, losses, and expenses, including reasonable attorney's fees, expenses, and costs (including attorneys' fees, costs and expenses through appeal and attorneys' fees, costs and expenses incurred in establishing the right to and the amount of indemnification) for injury or damages resulting from, arising out of, caused by, or related to the presence of persons or property (other than persons or property under the direct control of BCI) within the boundaries of the location at which BCI performed the Work . This provision shall control over any other provision in the Agreement.

WATER / SEWER / STORM DRAINAGE

1 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.

2 Cleaning of the existing storm drainage system within the project limits is not included except to the extent caused by contractor negligence that is under the direct supervision of the construction manager.

3 G.M.P. does not include any water main work except for the few items noted on the G.M.P. set of drawings.

4 G.M.P. cost estimate does not include City of West Palm Beach meter installation and hook-up fees.

5 G.M.P. cost estimate does not include any sanitary sewer work.

FRANCHISE UTILITIES

1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)

2 The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.

3 The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT and Comcast), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction phase management fee and profit. Should a "Fee" be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction prior to the granted time extension, it shall be paid from contingency.

4 The energizing of the new system is dependent on receiving switching orders from FPL. Services cannot be converted until the transformers are "hot".

5 G.M.P. does not include FPL, Comcast or ATT's binding cost estimates. These invoices shall be paid directly by the Owner. Once the binding cost estimates are fully executed and FPL, ATT and Comcast materials are received by the subcontractor the Owner shall then issue the Notice to Proceed.

6 G.M.P. cost estimate does not include any ATT or Comcast wire.

7 G.M.P. cost estimate does not include any meter can or service disconnect removal and replacements

8 G.M.P. cost estimate does not include any rear easement restoration for FPL pole and wire removal.

9 G.M.P. cost estimate does not include any demolition and removal of any unknown structures during the installation of the proposed conduit. If encountered the additional work shall be paid from contingency.

10 G.M.P. cost estimate does not include any chicanes. If a chicane is required the additional work shall be paid for from the Owner's contingency

ELECTRICAL

1 G.M.P. cost estimate does not include street lighting.

LANDSCAPING

1 G.M.P. cost estimate does not include any landscape or irrigation maintenance.

2 G.M.P. cost estimate does not include any tree trimming except as noted on plans.

Burkhardt Construction, Inc.

06-14-22 TCM Backup

GMP SET - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Civil					
C1.00	COVER	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C1.01	GENERAL NOTES	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C1.02	GENERAL NOTES	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C1.03	GENERAL NOTES	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C1.04	GENERAL NOTES	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C2.00	KEY MAP	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C3.00	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.01	FPL CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C3.02	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.03	FPL CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C3.04	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.05	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.06	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.07	FPL CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C3.08	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.09	FPL CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C3.10	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.11	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.12	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.13	FPL CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C3.14	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.15	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.16	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.17	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.18	FPL CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C3.19	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.20	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.21	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.22	FPL CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C3.23	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.24	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.25	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.26	FPL CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)

Burkhardt Construction, Inc.

Job #: 2202 PRECON - Phase 6 North
PO Box 2029
Palm Beach, Florida 33480
5612277003

06-14-22 TCM Backup

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C3.00	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.28	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.29	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.30	FPL CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C3.31	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.32	FPL CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C3.33	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.34	FPL CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C3.35	FPL CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C3.36	FPL CONDUIT ROUTE	0	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.00	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.01	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.02	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.03	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.04	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.05	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.06	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.07	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.08	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.09	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.10	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.11	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.12	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.13	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.14	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.15	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.16	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.17	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.18	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.19	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.20	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.21	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.22	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.23	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.24	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.25	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.26	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.27	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)

Burkhardt Construction, Inc.

Job #: 2202 PRECON - Phase 6 North
PO Box 2029
Palm Beach, Florida 33480
5612277003

06-14-22 TCM Backup

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C4.28	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.29	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.30	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.31	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.32	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.33	ATT & CC CONDUIT ROUTE	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
C4.34	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C4.35	ATT & CC CONDUIT ROUTE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C5.00	FPL CONSTRUCTION DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C5.01	FPL CONSTRUCTION DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C5.02	FPL CONSTRUCTION DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C6.00	ATT CONSTRUCTION DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C7.00	COMCAST CONSTRUCTION DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C8.00	ROADWAY DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C8.01	STANDARD EASEMENT DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C8.02	CONSTRUCTION DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C8.03	CONSTRUCTION DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C8.04	STANDARD CLEARSPACE DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
C10.20	NIGHTMASTER CONTROLLER PLAN	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
Landscape					
L1.00	LANDSCAPE PLAN	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
L1 .01	LANDSCAPE DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
L1.01	LANDSCAPE DETAILS	0	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
L1.02	LANDSCAPE NOTES	1	02/25/2022	03/15/2022	PH6N BID SET (01/28/22)
L1.03	LANDSCAPE DETAILS	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
STREET LIGHTING					
SL1.00	STREET LIGHT PLAN	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
TOPOGRAPHIC SURVEY					
1 OF 22	LAKE TRAIL	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
2 0F 22	LAKE TRAIL	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
3 0F 22	LAKE TRAIL	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
4 OF 22	N WOODS RD & E WOODS RD	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
5 OF 22	S WOODS RD	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
6 OF 22	S WOODS RD	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
7 0F 22	BERMUDA LN	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
8 OF 22	N COUNTY RD	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
9 OF 22	N COUNTY RD	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
10 OF 22	N COUNTY RD	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)

Burkhardt Construction, Inc.

Printed on Fri May 20, 2022 at 10:52 am EDT

Job #: 2202 PRECON - Phase 6 North
PO Box 2029
Palm Beach, Florida 33480
5612277003

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
11 OF 22	CASA BENDITA	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
12 OF 22	CHATEAUX DRIVE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
13 OF 22	MADDOCK WAY & LA COSTA WAY	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
14 OF 22	MADDOCK WAY & LA COSTA WAY	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
15 0F 22	TANGIER AVENUE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
16 OF 22	TANGIER AVENUE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
17 0F 22	MIRAFLORES DRIVE	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
18 0F 22	KAWAMA LN	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
19 OF 22	N LAKE WAY	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
20 OF 22	N LAKE WAY	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
21 OF 22	N LAKE WAY	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)
22 OF 22	N LAKE WAY	0	01/28/2022	01/28/2022	PH6N BID SET (01/28/22)

06-14-22 TCM Backup

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 6 - South
Guaranteed Maximum Price

From:	**Burkhardt Construction, Inc.** Attn: Marc Kleisley, Vice President 1400 Alabama Ave. West Palm Beach, FL 33401 Ph: (561) 659-1400 Fax: (561) 659-1402
Owner:	**Town Of Palm Beach** Public Works & Engineering Dept 951 Old Okeechobee Road West Palm Beach, FL 33401 Tel: (561) 838-5440 Fax: (561) 835-4691
Engineer:	**Kimley-Horn & Associates, Inc.** Attn: Kevin Schanen, P.E. 1920 Wekiva Way, Suite 200 West Palm Beach, FL. 33411 Ph: (561) 845-0665 Fax: (561) 863-8175
Project:	**Townwide Overhead Utility Undergrounding - Phase 6 - South**
Plans:	Based on bid set of plans & specifications BCI received date 1.31.2022 Based on revision set of plans BCI received date 3.11.2022 Complete Plan Log attached
Location:	Town of Palm Beach
Proposal Date:	5/20/2022; Rev. 5/26/2022

Direct Construction Costs:	**$**	**6,216,384.00**
General Conditions	**$**	**531,331.00**
Construction Phase Management Fee	**$**	**831,350.00**
Profit	**$**	**570,500.00**
Total Guaranteed Maximum Price	**$**	**8,149,565.00**

06-14-22 TCM Backup

Town of Palm Beach

Townwide Overhead Utility Undergrounding - Phase 6 - South

Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
FPL - ATT - COMCAST OVERHEAD UTILITY UNDERGROUNDING				$6,216,384.00						
GENERAL REQUIREMENTS (ALLOWANCE)										
SITE CLEANING, DEBRIS REMOVAL, TREE PROTECTION, SPECIALTY SIGNAGE	1	ALL	$18,500.00	$ 18,500.00			ALLOWANCE		18500	18500
ALLOWANCE FOR SANITARY SEWER SERVICE LATERAL REPAIR OR REPLACEMENT	1	ALL	$20,000.00	$ 20,000.00			ALLOWANCE		20000	20000
ALLOWANCE FOR SURVEY RE-STAKING	1	ALL	$6,500.00	$ 6,500.00			ALLOWANCE		6500	6500
DANGER RIBBON	25	ROL								
OFF DUTY POLICE OFFICERS		NIC								
TEMPORARY STREET LIGHTING		NIC								
UNDERGROUNDING OF FPL - COMCAST - ATT										
UNDERGROUNDING OF UTILITIES	1	LS	$6,111,384.00	$ 6,111,384.00			WILCO	6111384		6111384
PROPOSED LANDSCAPING AT TRANSFORMERS	1	ALL	$60,000.00	$ 60,000.00			ALLOWANCE	60000		60000
FPL BINDING COST ESTIMATE AND INSTALLATION FEES	BY OTHERS									
COMCAST INSTALLATION FEES	BY OTHERS									
ATT INSTALLATION FEES	BY OTHERS									
					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
Townwide Overhead Utility Undergrounding - Phase 6 - South Direct Construction Cost Total				**$6,216,384.00**	0	0	0	6171384	45000	6216384

BURKHARDT CONSTRUCTION, INC.

Town Of Palm Beach
Phase 6 South Overhead To Undergrounding
5/6/2022

PHASE 6 South BID ANALYSIS
Based On Phase 6 South Overhead To Undergrounding Plans From Kimley Horn Dated BCI Received 01-31-22 & 03-11-22, "Bid Set"

Owner: **Town Of Palm Beach**
951 Old Okeechobee Road
West Palm Beach, FL. 33401

Designer: **Kimley Horn & Associates**
1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411

Plans: Phase 6 South Overhead To Undergrounding
BCI Received 01-31-2022 & 03-11-2022

Location: The general area S. County Road from Royal Poinciana Way south to just north of Seaspray Ave.. Cocoanut Row from just north of Chapel Hill Road south to just south of Seabreeze Avenue. All East/West streets from Chapel Hill /Via Bethesda to Seabreeze.
Palm Beach, FL. 33480

Description	Quantity	U/M	WILCO ELECTRICAL, LLC.		HYPOWER		VIKING / DANELLA		PIKE		DAVCO ELECTRICAL		INFRATECH		JORDAN HIGH VOLTAGE	
			UNIT PRICE	$1,511,160.00	UNIT PRICE	$2,912,237.33	UNIT PRICE	$3,346,090.00	UNIT PRICE	$0.00	UNIT PRICE	$0.00	UNIT PRICE	$0.00	UNIT PRICE	$0.00
MISCELLANEOUS ITEMS			BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
NPDES WEEKLY REPORTING	0	EA														
NPDES SET UP & MAINTENANCE	1	LS	$3,500.00	$ 3,500.00	$23,666.33	$ 23,666.33	$18,000.00	$ 18,000.00		$ -		$ -		$ -		$ -
PERFORMANCE & PAYMENT BONDS	1	LS	$118,000.00	$ 118,000.00	$82,393.20	$ 82,393.20	$128,000.00	$ 128,000.00		$ -						
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS	$425,000.00	$ 425,000.00	$518,855.26	$ 518,855.26	$1,950,000.00	$ 1,950,000.00	NO BID		NO BID		NO BID		NO BID	
REMOVE & RELOCATE EXISTING SIGN & POST	5	EA	$250.00	$ 1,250.00	$780.95	$ 3,904.75	$2,000.00	$ 10,000.00		$ -						
REMOVE & DISPOSE SECTION OF EXISTING WALL	6	LF	$125.00	$ 750.00	$629.19	$ 3,775.14	$2,500.00	$ 15,000.00		$ -		$ -		$ -		$ -
REMOVE EXISTING ROCK	1	EA	$250.00	$ 250.00	$1,405.40	$ 1,405.40	$50,000.00	$ 50,000.00		$ -		$ -		$ -		$ -
REMOVED & DISPOSE OF EXISTING CONCRETE POLE	2	EA	$800.00	$ 1,600.00	$1,829.81	$ 3,659.62	$5,500.00	$ 11,000.00		$ -		$ -		$ -		$ -
REMOVE & REPLACE EXISTING CONCRETE TO SET TRANSFORMER PAD	312	SF	$30.00	$ 9,360.00	$34.78	$ 10,851.36	$20.00	$ 6,240.00		$ -		$ -		$ -		$ -
SAWCUT & REMOVE EXISTING SIDEWALK AS PER SIDEWALK REDUCTION DETAIL ON PLAN SHEET C8.02 DETAIL	1	EA	$650.00	$ 650.00	$13,293.94	$ 13,293.94	$90,000.00	$ 90,000.00		$ -		$ -		$ -		$ -
SAWCUT / REMOVE & DISPOSE OF CURB OR ASPHALT / EXCAVATE /SUBGRADE / COMPACT CURB PAD / INSTALL "D" CURB	490	LF	$145.00	$ 71,050.00	$97.88	$ 47,961.20	$50.00	$ 24,500.00		$ -		$ -		$ -		$ -
SAWCUT / REMOVE / REPLACE EXISTING PAVERS INCLUDING WEED BARRIER & 57 STONE BASE.	90	SF	$40.00	$ 3,600.00	$104.65	$ 9,418.50	$55.00	$ 4,950.00		$ -		$ -		$ -		$ -
REMOVE / DISPOSE OF EXISTING CHAIN LINK FENCE & GATE	110	LF	$20.00	$ 2,200.00	$14.79	$ 1,626.90	$35.00	$ 3,850.00		$ -		$ -		$ -		$ -
REMOVE & REPLACE EXISTING FENCE	25	LF	$110.00	$ 2,750.00	$250.17	$ 6,254.25	$125.00	$ 3,125.00		$ -		$ -		$ -		$ -
FURNISH & INSTALL CHAINLINK FENCE & GATE PER DETAIL ON SHEET C8.01	75	LF	$125.00	$ 9,375.00	$145.29	$ 10,896.75	$125.00	$ 9,375.00		$ -		$ -		$ -		$ -
FURNISH / INSTALL / REMOVE TEMPORARY FENCING	50	LF	$100.00	$ 5,000.00	$72.64	$ 3,632.00	$125.00	$ 6,250.00		$ -		$ -		$ -		$ -
REMOVE / RELOCATE 3' HIGH METAL GATE	1	EA	$1,200.00	$ 1,200.00	$1,094.32	$ 1,094.32	$7,500.00	$ 7,500.00		$ -		$ -		$ -		$ -
RELOCATE EXISTING STATUE / COORDINATE WITH HOMEOWNER	1	EA	$3,500.00	$ 3,500.00	$2,188.59	$ 2,188.59	$15,000.00	$ 15,000.00		$ -		$ -		$ -		$ -
RELOCATE EXISTING GAS MAIN / COORDINATE WITH FPU	105	LF	$150.00	$ 15,750.00	$249.78	$ 26,226.90	$300.00	$ 31,500.00		$ -		$ -		$ -		$ -
COORDINATE WITH FPU TO REMOVE ABANDONED GAS MAIN	37	LF	$75.00	$ 2,775.00	$407.85	$ 15,090.45	$200.00	$ 7,400.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL REMOVABLE BOLLARDS	3	EA	$1,650.00	$ 4,950.00	$1,538.49	$ 4,615.47	$2,200.00	$ 6,600.00		$ -		$ -		$ -		$ -
FURNISH & INSTALL FIXED BOLLARDS	3	EA	$1,250.00	$ 3,750.00	$1,538.49	$ 4,615.47	$1,800.00	$ 5,400.00		$ -		$ -		$ -		$ -
REMOVE / RELOCATE / REINSTALL BIKE RACK	1	EA	$1,000.00	$ 1,000.00	$1,405.24	$ 1,405.24	$6,000.00	$ 6,000.00		$ -		$ -		$ -		$ -
REMOVE EXISTING ARECA PALM	2	EA	$450.00	$ 900.00	$1,341.59	$ 2,683.18	$1,200.00	$ 2,400.00		$ -		$ -		$ -		$ -
RELOCATE EXISTING ARECA PALM	2	EA	$1,000.00	$ 2,000.00	$1,422.27	$ 2,844.54	$2,500.00	$ 5,000.00		$ -		$ -		$ -		$ -
RELOCATE EXISTING TREE	2	EA	$3,500.00	$ 7,000.00	$1,422.27	$ 2,844.54	$3,000.00	$ 6,000.00		$ -		$ -		$ -		$ -
REMOVE EXISTING MANGO TREE	1	EA	$1,500.00	$ 1,500.00	$1,910.49	$ 1,910.49	$5,000.00	$ 5,000.00		$ -		$ -		$ -		$ -
REMOVE EXISTING CABBAGE PALM	4	EA	$1,500.00	$ 6,000.00	$1,341.58	$ 5,366.32	$2,000.00	$ 8,000.00		$ -		$ -		$ -		$ -
REMOVE EXISTING BANANA TREE	1	EA	$750.00	$ 750.00	$1,341.57	$ 1,341.57	$1,500.00	$ 1,500.00		$ -		$ -		$ -		$ -
REMOVE EXISTING CHRISTMAS PALM	3	EA	$1,200.00	$ 3,600.00	$1,409.50	$ 4,228.50	$1,500.00	$ 4,500.00		$ -		$ -		$ -		$ -
REMOVE EXISTING AUSTRALIAN PINE HEDGE / TREE	21	EA	$2,500.00	$ 52,500.00	$722.43	$ 15,171.03	$10,000.00	$ 210,000.00		$ -		$ -		$ -		$ -
REMOVE EXISTING VEGETATION / HEDGE AS NEEDED	1	LS	$2,000.00	$ 2,000.00	$213,692.32	$ 213,692.32	$10,000.00	$ 10,000.00		$ -		$ -		$ -		$ -
REMOVE EXISTING TREES AS NECESSARY	3	EA	$1,200.00	$ 3,600.00	$1,409.50	$ 4,228.50	$3,000.00	$ 9,000.00		$ -		$ -		$ -		$ -
REMOVE EXISTING VEGETATION / HEDGE AS NEEDED & REPLACE IN KIND	1	LS	$7,500.00	$ 7,500.00	$210,833.64	$ 210,833.64	$15,000.00	$ 15,000.00		$ -		$ -		$ -		$ -
TRIM EXISTING TREE AS NEEDED	1	EA	$350.00	$ 350.00	$21,238.81	$ 21,238.81	$5,000.00	$ 5,000.00		$ -		$ -		$ -		$ -
TRIM EXISTING VEGETATION / HEDGE AS NEEDED	1	LS	$1,200.00	$ 1,200.00	$37,989.02	$ 37,989.02	$5,000.00	$ 5,000.00		$ -		$ -		$ -		$ -
LOAD/HAUL/DISPOSE OF SURPLUS FILL	1	LS	$40,000.00	$ 40,000.00	$18,906.04	$ 18,906.04	$25,000.00	$ 25,000.00		$ -		$ -		$ -		$ -
REMOVE / CLEAR / GRUB / DISPOSE OF EXISTING VEGETATION / TREES TO FACILITATE INSTALLATION OF PRIVATE UTILITY CONDUITS & EQUIPMENT	1	LS	$65,000.00	$ 65,000.00	$137,964.78	$ 137,964.78	$25,000.00	$ 25,000.00		$ -		$ -		$ -		$ -
PERMANENT ROADWAY TRENCH / BORE PIT / HANDHOLE RESTORATION INCLUDING LINE STRIPING	1	LS	$630,000.00	$ 630,000.00	$1,434,163.01	$ 1,434,163.01	$600,000.00	$ 600,000.00		$ -		$ -		$ -		$ -
FPL				$2,813,212.00		$3,200,789.66		$3,423,008.40		$0.00		$0.00		$0.00		$0.00
INSTALL FPL FURNISHED 0PN1C	185	LF	$21.00	$ 3,885.00	$54.68	$ 10,115.80	$22.00	$ 4,070.00		$ -		$ -		$ -		$ -
INSTALL **FPL** FURNISHED 0PN3C	40	LF	$30.00	$ 1,200.00	$233.71	$ 9,348.40	$34.00	$ 1,360.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 0PN6C	44	LF	$42.00	$ 1,848.00	$242.42	$ 10,666.48	$48.00	$ 2,112.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 0PN9C	104	LF	$53.00	$ 5,512.00	$63.06	$ 6,558.24	$72.00	$ 7,488.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 1PN1C	6,455	LF	$21.00	$ 135,555.00	$34.05	$ 219,792.75	$22.00	$ 142,010.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 2PN2C	5,575	LF	$26.00	$ 144,950.00	$34.05	$ 189,828.75	$28.00	$ 156,100.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 3PN3C	7,888	LF	$29.00	$ 228,752.00	$34.79	$ 274,423.52	$34.00	$ 268,192.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 4PN4C	1,410	LF	$30.00	$ 42,300.00	$25.56	$ 36,039.60	$40.00	$ 56,400.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 5PN5C	194	LF	$34.00	$ 6,596.00	$35.49	$ 6,885.06	$44.00	$ 8,536.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 6PN6C	396	LF	$36.00	$ 14,256.00	$34.79	$ 13,776.84	$48.00	$ 19,008.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 7PN7C	40	LF	$50.00	$ 2,000.00	$165.17	$ 6,606.80	$58.00	$ 2,320.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 9PN9C	44	LF	$60.00	$ 2,640.00	$150.25	$ 6,611.00	$72.00	$ 3,168.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 12PN12C	120	LF	$70.00	$ 8,400.00	$55.76	$ 6,691.20	$96.00	$ 11,520.00		$ -		$ -		$ -		$ -

Description	Quantity	U/M	WILCO ELECTRICAL, LLC.		HYPOWER		VIKING / DANELLA		PIKE		DAVCO ELECTRICAL		INFRATECH		JORDAN HIGH VOLTAGE	
INSTALL FPL FURNISHED SEC	1,230	LF	$21.00	$ 25,830.00	$36.39	$ 44,759.70	$22.00	$ 27,060.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 2 SEC	2,113	LF	$26.00	$ 54,938.00	$35.31	$ 74,610.03	$28.00	$ 59,164.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 3 SEC	196	LF	$29.00	$ 5,684.00	$51.67	$ 10,127.32	$34.00	$ 6,664.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED SVC	9,175	LF	$23.00	$ 211,025.00	$33.88	$ 310,849.00	$22.00	$ 201,850.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 2 SVC	2,129	LF	$26.00	$ 55,354.00	$36.14	$ 76,942.06	$28.00	$ 59,612.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 3SVC	204	LF	$31.00	$ 6,324.00	$49.69	$ 10,136.76	$34.00	$ 6,936.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 4SVC	98	LF	$33.00	$ 3,234.00	$66.53	$ 6,519.94	$40.00	$ 3,920.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED FNC	4,558	LF	$37.00	$ 168,646.00	$20.71	$ 94,396.18	$48.00	$ 218,784.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 0FNC	462	LF	$37.00	$ 17,094.00	$29.47	$ 13,615.14	$48.00	$ 22,176.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 2FNC	1,666	LF	$50.00	$ 83,300.00	$20.40	$ 33,986.40	$96.00	$ 159,936.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED 3FNC	545	LF	$67.00	$ 36,515.00	$25.14	$ 13,701.30	$134.00	$ 73,030.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED PRIMARY WIRE INCLUDING ALL CONNECTIONS	52,371	LF	$4.50	$ 235,669.50	$5.66	$ 296,419.86	$12.00	$ 628,452.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED FEEDER WIRE INCLUDING ALL CONNECTIONS	9,525	LF	$9.00	$ 85,725.00	$7.50	$ 71,437.50	$18.00	$ 171,450.00		$ -		$ -		$ -		$ -
INSTALL **FPL** FURNISHED, FPL OWNED SERVICE WIRE INCLUDING ALL CONNECTIONS,TIE-INS AND INTERCEPTS.	14,437	LF	$4.50	$ 64,966.50	$8.25	$ 119,105.25	$5.40	$ 77,959.80		$ -		$ -		$ -		$ -
INSTALL **FPL** FURNISHED, FPL OWNED SECONDARY SERVICE WIRE INCLUDING ALL CONNECTIONS,TIE-INS AND INTERCEPTS.	6,044	LF	$5.00	$ 30,220.00	$8.77	$ 53,005.88	$5.40	$ 32,637.60		$ -		$ -		$ -		$ -
PULL FEEDER WIRE IN 0FNC INSTALLED BY FPL	624	LF	$11.00	$ 6,864.00	$12.80	$ 7,987.20	$18.00	$ 11,232.00		$ -		$ -		$ -		$ -
PULL PROPOSED B-PHASE WIRE IN EXISTING SPARE CONDUIT	610	LF	$8.00	$ 4,880.00	$13.08	$ 7,978.80	$15.00	$ 9,150.00		$ -		$ -		$ -		$ -
PULL PROPOSED A-PHASE & C-PHASE WIRE IN EXISTING SPARE CONDUIT	36	LF	$12.00	$ 432.00	$64.16	$ 2,309.76	$15.00	$ 540.00		$ -		$ -		$ -		$ -
PULL 2 PRIMARY WIRES IN EXISTING 1PN1C CONDUIT / LOOP INTO EXISTING TRANSFORMER / CONNECT OTHER END TO 3 PORT FPL JUNCTION	391	LF	$10.00	$ 3,910.00	$20.08	$ 7,851.28	$16.00	$ 6,256.00		$ -		$ -		$ -		$ -
INSTALL **FPL** FURNISHED A-PHASE SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	$1,550.00	$ 3,100.00	$1,899.36	$ 3,798.72	$2,700.00	$ 5,400.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED B-PHASE SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	$1,550.00	$ 1,550.00	$1,899.36	$ 1,899.36	$2,700.00	$ 2,700.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED C-PHASE SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	$1,550.00	$ 3,100.00	$1,899.36	$ 3,798.72	$2,700.00	$ 5,400.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED A/B/C-PHASE SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	12	EA	$1,700.00	$ 20,400.00	$1,992.91	$ 23,914.92	$2,700.00	$ 32,400.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	$1,700.00	$ 1,700.00	$2,537.30	$ 2,537.30	$2,700.00	$ 2,700.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED FEEDER SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	6	EA	$4,500.00	$ 27,000.00	$7,256.26	$ 43,537.56	$9,000.00	$ 54,000.00		$ -		$ -		$ -		$ -
INSTALL FPL FURNISHED CAPACITOR BANK; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	$5,200.00	$ 5,200.00	$6,362.83	$ 6,362.83	$6,200.00	$ 6,200.00		$ -		$ -		$ -		$ -
REMOVE EXISTING FPL VAULT / FILL VOID	1	EA	$3,000.00	$ 3,000.00	$12,929.27	$ 12,929.27	$3,500.00	$ 3,500.00		$ -		$ -		$ -		$ -
REMOVE EXISTING HANDHOLE	6	EA	$350.00	$ 2,100.00	$6,281.60	$ 37,689.60	$1,200.00	$ 7,200.00		$ -		$ -		$ -		$ -
INSTALL **FPL** FURNISHED 30" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	38	EA	$925.00	$ 35,150.00	$1,622.71	$ 61,662.98	$1,000.00	$ 38,000.00		$ -		$ -		$ -		$ -
INSTALL **FPL** FURNISHED 24" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	3	EA	$825.00	$ 2,475.00	$1,645.26	$ 4,935.78	$800.00	$ 2,400.00		$ -		$ -		$ -		$ -
INSTALL **FPL** FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	8	EA	$2,800.00	$ 22,400.00	$2,775.82	$ 22,206.56	$3,800.00	$ 30,400.00		$ -		$ -		$ -		$ -
INSTALL **FPL** FURNISHED SINGLE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	47	EA	$1,700.00	$ 79,900.00	$2,482.38	$ 116,671.86	$3,200.00	$ 150,400.00		$ -		$ -		$ -		$ -
INSTALL **FPL** FURNISHED SWITCH CABINETS, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS	10	EA	$6,000.00	$ 60,000.00	$3,147.91	$ 31,479.10	$10,000.00	$ 100,000.00		$ -		$ -		$ -		$ -
INSTALL **FPL** FURNISHED PME-4 THREE PHASE MOUNTED SWITCH GEAR, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS	1	EA	$4,300.00	$ 4,300.00	$3,147.92	$ 3,147.92	$8,500.00	$ 8,500.00		$ -		$ -		$ -		$ -
UPGRADE EXISTING TRANSFORMER	1	EA	$2,000.00	$ 2,000.00	$2,511.69	$ 2,511.69	$4,500.00	$ 4,500.00		$ -		$ -		$ -		$ -
CONNECT 3FNC TO EXISTING MANHOLE	1	EA	$18,000.00	$ 18,000.00	$3,890.92	$ 3,890.92	$10,000.00	$ 10,000.00		$ -		$ -		$ -		$ -
REPLACE EXISTING DISCONNECT	5	EA	$1,250.00	$ 6,250.00	$1,762.93	$ 8,814.65	$1,200.00	$ 6,000.00		$ -		$ -		$ -		$ -
LOCATE AND UNCOVER EXISTING FPL MANHOLE IN THE FIELD	1	EA	$1,500.00	$ 1,500.00	$0.57	$ 0.57	$3,500.00	$ 3,500.00		$ -		$ -		$ -		$ -
LOOP 1PN1C INTO EXISTING TRANSFORMER	4	EA	$750.00	$ 3,000.00	$2,056.80	$ 8,227.20	$2,500.00	$ 10,000.00		$ -		$ -		$ -		$ -
CONNECT 3PN3C TO PRIMARY CONDUITS CAPPED BELOW GROUND AND MAKE CONNECTIONS	1	EA	$2,500.00	$ 2,500.00	$4,514.36	$ 4,514.36	$3,500.00	$ 3,500.00		$ -		$ -		$ -		$ -
FURNISH & INSTALL CSVC. TO INCLUDE 2 EACH #6 WIRE / 1" CONDUIT / CONNECTIONS. SEE SHEET C9.00.	738	LF	$26.00	$ 19,188.00	$33.52	$ 24,737.76	$16.00	$ 11,808.00		$ -		$ -		$ -		$ -
FURNISH & INSTALL CSVC. TO INCLUDE 3 EACH #6 WIRE / 1" CONDUIT / CONNECTIONS. SEE SHEET C9.00.	28	LF	$29.00	$ 812.00	$155.16	$ 4,344.48	$17.00	$ 476.00		$ -		$ -		$ -		$ -
FURNISH & INSTALL 2CSVC. TO INCLUDE 3 EACH #6 WIRE / 1" CONDUIT / CONNECTIONS. SEE SHEET C9.00.	180	LF	$44.00	$ 7,920.00	$57.24	$ 10,303.20	$24.00	$ 4,320.00		$ -		$ -		$ -		$ -
CONNECT FNC TO FEEDER CONDUIT CAPPED BELOW GROUND AND MAKE CONNECTIONS	2	EA	$2,500.00	$ 5,000.00	$3,889.78	$ 7,779.56	$3,500.00	$ 7,000.00		$ -		$ -		$ -		$ -
INTERCEPT EXISTING SERVICE CONDUITS	62	EA	$600.00	$ 37,200.00	$1,003.65	$ 62,226.30	$1,800.00	$ 111,600.00		$ -		$ -		$ -		$ -
FURNISH & INSTALL NIGHTMASTER CONTROLLER INCLUDING ALUMINUM POSTS / GROUND RODS / FOUNDATIONS / BREAKERS / ENCLOSURES / ECT. FOR A COMPLETE SYSTEM. SEE SHEET C10.09	4	EA	$9,000.00	$ 36,000.00	$11,251.69	$ 45,006.76	$12,000.00	$ 48,000.00		$ -		$ -		$ -		$ -
LOOP SEC INTO EXISTING HANDHOLE	8	EA	$1,000.00	$ 8,000.00	$1,504.85	$ 12,038.80	$1,800.00	$ 14,400.00		$ -		$ -		$ -		$ -
LOOP 2SEC INTO EXISTING HANDHOLE	8	EA	$1,100.00	$ 8,800.00	$1,490.82	$ 11,926.56	$2,400.00	$ 19,200.00		$ -		$ -		$ -		$ -
LOOP 3SEC INTO EXISTING MANHOLE	1	EA	$12,000.00	$ 12,000.00	$7,596.88	$ 7,596.88	$6,000.00	$ 6,000.00		$ -		$ -		$ -		$ -
LOOP CSVC INTO EXISTING HANDHOLE	2	EA	$1,100.00	$ 2,200.00	$1,660.14	$ 3,320.28	$1,800.00	$ 3,600.00		$ -		$ -		$ -		$ -
LOOP 2PN2C INTO EXISTING TRANSFORMER	6	EA	$1,000.00	$ 6,000.00	$1,567.54	$ 9,405.24	$2,400.00	$ 14,400.00		$ -		$ -		$ -		$ -
LOOP EXISTING 2PN4C INTO NEW A/B/C PHASE PRIMARY SPLICE BOX (SHEET C3.25)	2	EA	$1,100.00	$ 2,200.00	$1,566.59	$ 3,133.18	$4,300.00	$ 8,600.00		$ -		$ -		$ -		$ -
LOOP 3PN3C INTO EXISTING PRIMARY SPLICE BOX	1	EA	$1,150.00	$ 1,150.00	$1,756.55	$ 1,756.55	$4,300.00	$ 4,300.00		$ -		$ -		$ -		$ -
LOOP 4PN4C INTO EXISTING TRANSFORMER	1	EA	$1,200.00	$ 1,200.00	$1,943.66	$ 1,943.66	$4,500.00	$ 4,500.00		$ -		$ -		$ -		$ -
LOOP 6PN6C INTO EXISTING TRANSFORMER	2	EA	$1,600.00	$ 3,200.00	$3,766.09	$ 7,532.18	$5,500.00	$ 11,000.00		$ -		$ -		$ -		$ -
LOOP 2SVC INTO EXISTING TRANSFORMER	1	EA	$1,100.00	$ 1,100.00	$1,806.09	$ 1,806.09	$1,800.00	$ 1,800.00		$ -		$ -		$ -		$ -
LOOP 3PN3C INTO EXISTING PRIMARY METER. CONNECT PME-4 TO PRIMARY METER	1	EA	$1,200.00	$ 1,200.00	$2,367.38	$ 2,367.38	$5,500.00	$ 5,500.00		$ -		$ -		$ -		$ -
LOOP EXISTING PRIMARY CONDUITS FROM NORTH AND WEST INTO NEW A/B/C PRIMARY SPLICE BOX	1	EA	$2,200.00	$ 2,200.00	$3,302.89	$ 3,302.89	$7,000.00	$ 7,000.00		$ -		$ -		$ -		$ -
LAY EXISTING FEEDER FROM POLE RISER INTO FEEDER SPLICE BOX	1	EA	$3,500.00	$ 3,500.00	$3,319.70	$ 3,319.70	$6,500.00	$ 6,500.00		$ -		$ -		$ -		$ -
LAY EXISTING PRIMARY FROM POLE RISER INTO A/B/C SPLICE BOX	3	EA	$2,750.00	$ 8,250.00	$3,321.60	$ 9,964.80	$5,200.00	$ 15,600.00		$ -		$ -		$ -		$ -

06-14-22 TCM Backup

Description	Quantity	U/M	WILCO ELECTRICAL, LLC.		HYPOWER		VIKING / DANELLA		PIKE		DAVCO ELECTRICAL		INFRATECH		JORDAN HIGH VOLTAGE	
INTERCEPT EXISTING PRIMARY CONDUITS	5	EA	$1,200.00	$ 6,000.00	$3,010.28	$ 15,051.40	$2,900.00	$ 14,500.00		$ -		$ -		$ -		$ -
CONNECT FNC TO EXISTING FEEDER MANHOLE	1	EA	$18,000.00	$ 18,000.00	$7,469.21	$ 7,469.21	$9,000.00	$ 9,000.00		$ -		$ -		$ -		$ -
CONNECT 3PN3C TO EXISTING FPL MANHOLE	1	EA	$18,000.00	$ 18,000.00	$7,469.21	$ 7,469.21	$10,000.00	$ 10,000.00		$ -		$ -		$ -		$ -
CONNECT FNC TO EXISTING FNC SPARE CONDUIT	1	EA	$2,500.00	$ 2,500.00	$3,578.87	$ 3,578.87	$3,500.00	$ 3,500.00		$ -		$ -		$ -		$ -
CAP 0FNC BELOW GRADE FOR FUTURE CONNECTION	6	EA	$450.00	$ 2,700.00	$4,783.67	$ 28,702.02	$450.00	$ 2,700.00		$ -		$ -		$ -		$ -
CAP 0PN1C BELOW GRADE FOR FUTURE CONNECTION	3	EA	$350.00	$ 1,050.00	$4,783.66	$ 14,350.98	$450.00	$ 1,350.00		$ -		$ -		$ -		$ -
CAP 0PN6C BELOW GRADE FOR FUTURE CONNECTION	1	EA	$900.00	$ 900.00	$4,783.67	$ 4,783.67	$600.00	$ 600.00		$ -		$ -		$ -		$ -
CAP 0PN9C BELOW GRADE FOR FUTURE CONNECTION	1	EA	$1,200.00	$ 1,200.00	$8,361.96	$ 8,361.96	$600.00	$ 600.00		$ -		$ -		$ -		$ -
REUSE EXISTING FNC CONDUIT / PULL NEW WIRE IN CONDUIT	101	LF	$12.00	$ 1,212.00	$36.93	$ 3,729.93	$101.00	$ 10,201.00		$ -						
REUSE EXISTING SERVICE CONDUIT AND PULL SERVICE WIRE	6,900	LF	$6.00	$ 41,400.00	$33.48	$ 231,012.00	$6.40	$ 44,160.00		$ -		$ -		$ -		$ -
REMOVAL OF ALL RISERS (conduit, wire and u-guard) UP THE POLE FOR BOTH PRIMARY AND SECONDARY. THIS ALSO INCLUDES THE SECONDARY WIRE SPANNING BETWEEN THE POLE AND RESIDENCE	1	LS	$550,000.00	$ 550,000.00	$184,852.49	$ 184,852.49	$75,000.00	$ 75,000.00		$ -		$ -		$ -		$ -
POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
AT&T				$950,189.00		$1,189,473.81		$928,875.35		$0.00		$0.00		$0.00		$0.00
FURNISH AND INSTALL 1-1-ATT-S CONDUITS	13,740	LF	$18.00	$ 247,320.00	$34.32	$ 471,556.80	$22.95	$ 315,333.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 2-1-ATT-S CONDUITS	1,467	LF	$21.00	$ 30,807.00	$36.88	$ 54,102.96	$27.00	$ 39,609.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 3-1-ATT-S CONDUITS	505	LF	$25.00	$ 12,625.00	$43.25	$ 21,841.25	$30.00	$ 15,150.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 4-1-ATT-S CONDUITS	182	LF	$27.00	$ 4,914.00	$58.82	$ 10,705.24	$37.00	$ 6,734.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 5-1-ATT-S CONDUITS	53	LF	$31.00	$ 1,643.00	$103.89	$ 5,506.17	$41.95	$ 2,223.35		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 1-2-ATT-S CONDUITS	1,153	LF	$26.00	$ 29,978.00	$37.38	$ 43,099.14	$25.00	$ 28,825.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 2-2-ATT-S CONDUITS	18	LF	$31.50	$ 567.00	$316.86	$ 5,703.48	$34.00	$ 612.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 3-2-ATT-S CONDUITS	133	LF	$39.00	$ 5,187.00	$80.77	$ 10,742.41	$43.00	$ 5,719.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 1-2-ATT-M CONDUITS	516	LF	$26.00	$ 13,416.00	$54.39	$ 28,065.24	$25.00	$ 12,900.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 2-2-ATT-M CONDUITS	5	LF	$31.50	$ 157.50	$1,036.08	$ 5,180.40	$34.00	$ 170.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 1-5-ATT-M CONDUITS	8,951	LF	$45.50	$ 407,270.50	$34.38	$ 307,735.38	$34.00	$ 304,334.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 2-5-ATT-M CONDUITS	238	LF	$65.50	$ 15,589.00	$58.47	$ 13,915.86	$57.00	$ 13,566.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL ATT FLUSH VAULT 30"X48"/NON ROAD RATED/TIER 22	37	EA	$3,300.00	$ 122,100.00	$4,382.68	$ 162,159.16	$3,800.00	$ 140,600.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL ATT FLUSH VAULT 30"X48"/ROAD RATED/H20	4	EA	$10,900.00	$ 43,600.00	$5,255.33	$ 21,021.32	$5,000.00	$ 20,000.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL ATT HANDHOLE 10"X15" / NON ROAD RATED / TIER 22	9	EA	$1,235.00	$ 11,115.00	$2,172.34	$ 19,551.06	$800.00	$ 7,200.00		$ -		$ -		$ -		$ -
INTERCEPT EXISTING ATT SERVICE RISER	1	EA	$1,200.00	$ 1,200.00	$2,146.99	$ 2,146.99	$2,400.00	$ 2,400.00		$ -		$ -		$ -		$ -
INTERCEPT EXISTING AT&T BURIED CABLE	1	EA	$1,200.00	$ 1,200.00	$2,146.99	$ 2,146.99	$1,500.00	$ 1,500.00		$ -		$ -		$ -		$ -
NOTIFY AT&T TO DEFLECT EXISTING AT&T CONDUIT AROUND PROPOSED EQUIPMENT LOCATION	3	EA	$500.00	$ 1,500.00	$1,431.32	$ 4,293.96	$4,000.00	$ 12,000.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL AT&T PEDESTALS	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
ATT ENGINEERING & INSTALLATION FEES	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
COMCAST				$820,206.00		$1,085,424.02		$942,028.15		$0.00		$0.00		$0.00		$0.00
FURNISH AND INSTALL 1-1-CC-S CONDUITS	4,139	LF	$20.00	$ 82,780.00	$34.56	$ 143,043.84	$22.95	$ 94,990.05		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 2-1-CC-S CONDUITS	1,833	LF	$23.00	$ 42,159.00	$37.59	$ 68,902.47	$27.00	$ 49,491.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 3-1-CC-S CONDUITS	530	LF	$26.00	$ 13,780.00	$41.73	$ 22,116.90	$30.00	$ 15,900.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 4-1-CC-S CONDUITS	240	LF	$27.00	$ 6,480.00	$47.62	$ 11,428.80	$37.00	$ 8,880.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 5-1-CC-S CONDUITS	48	LF	$32.00	$ 1,536.00	$114.38	$ 5,490.24	$41.95	$ 2,013.60		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 1-1-CC-S CONDUITS OUTSIDE OF R.O.W. (PRIVATE SIDE SERVICES)	3,890	LF	$22.00	$ 85,580.00	$34.48	$ 134,127.20	$22.95	$ 89,275.50		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 1-2-CC-M CONDUITS	1,236	LF	$29.00	$ 35,844.00	$39.87	$ 49,279.32	$25.00	$ 30,900.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 1-3-CC-M CONDUITS	8,999	LF	$33.00	$ 296,967.00	$40.26	$ 362,299.74	$34.00	$ 305,966.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 2-3-CC-M CONDUITS	5,328	LF	$42.00	$ 223,776.00	$45.72	$ 243,596.16	$56.00	$ 298,368.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 3-3-CC-M CONDUITS	200	LF	$48.00	$ 9,600.00	$52.38	$ 10,476.00	$65.00	$ 13,000.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL 4-3-CC-M CONDUITS	212	LF	$67.00	$ 14,204.00	$65.18	$ 13,818.16	$112.00	$ 23,744.00		$ -		$ -		$ -		$ -
INTERCEPT EXISTING COMCAST SERVICE RISERS / SERVICES	6	EA	$1,200.00	$ 7,200.00	$3,318.28	$ 19,909.68	$1,500.00	$ 9,000.00		$ -		$ -		$ -		$ -
LOCATE COMMUNICATIONS TERMINATION POINT ON HOUSE	1	EA	$300.00	$ 300.00	$935.51	$ 935.51	$500.00	$ 500.00		$ -		$ -		$ -		$ -
FURNISH AND INSTALL COMCAST VAULT	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
FURNISH AND INSTALL **COMCAST** VHUB	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
FURNISH AND INSTALL **COMCAST** POWER SUPPLY	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
FURNISH AND INSTALL **COMCAST** LCP	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
FURNISH AND INSTALL **COMCAST** PEDESTALS	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
COMCAST ENGINEERING & INSTALLATION FEES	0	EA	BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS		BY OTHERS	
SIGNALIZATION				$16,617.00		$39,835.53		$21,339.00		$0.00		$0.00		$0.00		$0.00
FURNISH & INSTALL 2-2" TRAFFIC SIGNAL CONDUITS	240	LF	$24.00	$ 5,760.00	$48.76	$ 11,702.40	$34.00	$ 8,160.00		$ -		$ -		$ -		$ -
FURNISH & INSTALL 3-2" TRAFFIC SIGNAL CONDUITS	153	LF	$29.00	$ 4,437.00	$42.11	$ 6,442.83	$43.00	$ 6,579.00		$ -		$ -		$ -		$ -
FURNISH & INSTALL 30"X48"X24" PULL BOX PER PBC TRAFFIC SIGNAL DETAILS	1	EA	$3,300.00	$ 3,300.00	$5,822.56	$ 5,822.56	$5,000.00	$ 5,000.00		$ -		$ -		$ -		$ -
CAP 2-2" TRAFFIC SIGNAL CONDUITS BELOW GRADE	4	EA	$300.00	$ 1,200.00	$1,586.78	$ 6,347.12	$100.00	$ 400.00		$ -		$ -		$ -		$ -
CAP 3-2" TRAFFIC SIGNAL CONDUITS BELOW GRADE	6	EA	$320.00	$ 1,920.00	$1,586.77	$ 9,520.62	$200.00	$ 1,200.00		$ -		$ -		$ -		$ -
BID TOTAL AMOUNT				$6,111,384.00		$8,427,760.35		$8,661,340.90		$0.00		$0.00		$0.00		$0.00

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Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 6 - South

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 6 - South**

Plans: Based on bid set of plans & specifications BCI received date 1.31.2022
Based on revision set of plans BCI received date 3.11.2022
Complete Plan Log attached

Location: Town of Palm Beach

Proposal Date: 5/20/2022; Rev. 5/26/2022

Item Description					Amount
BASED ON A 24 MONTH DURATION					
MOBILIZATION (move-in, move-out)					$0.00
TRANSPORT	$65.00 /	Hr	x	0	$0.00
EQUIPMENT	$35.00 /	Hr.	x	0	$0.00
PROJECT FIELD OFFICE					$73,515.06
OFFICE	$5,000.00 /	mo.	x	6	$30,000.00
YARD	$0.00 /	mo.	x	0	$0.00
EMPLOYEE PARKING FEES	$500.00 /	mo.	x	0	$0.00
WORK PLATFORM FOR YARD	$200.00 /	mo.	x	0	$0.00
TEMPORARY FENCING FOR YARD	$500.00 /	mo.	x	0	$0.00
CONSTRUCTION YARD LIGHTING	$0.00 /	mo.	x	0	$0.00
OFFICE FURNISHINGS	$500.00 /	mo.	x	6	$3,000.00
COMPUTERS	$300.00 /	mo.	x	6	$1,800.00
PROCORE SOFTWARE	$700.00 /	mo.	x	6	$4,200.00
SUBMITTAL SOFTWARE	$2,000.00 /	ls	x	0	$0.00
COPY MACHINE	$350.00 /	mo.	x	6	$2,100.00
FAX MACHINE	$100.00 /	mo.	x	6	$600.00
INTERNET SERVICE	$150.00 /	mo.	x	6	$900.00
CELLULAR TELEPHONE	$200.00 /	mo.	x	6	$1,200.00
TELEPHONE	$150.00 /	mo.	x	6	$900.00
FEDERAL EXPRESS MAILINGS	$100.00 /	mo.	x	0	$0.00

POSTAGE		$50.00 /	mo.	x	0	$0.00
PHOTOGRAPHS						
AERIAL PHOTOS		$110.00 /	mo.	x	0	$0.00
JOB PHOTOS		$50.00 /	wk	x	0	$0.00
PRE-CONSTRUCTION VIDEO		$22,005.06 /	ls	x	1	$22,005.06
PLAN REPRODUCTION COST/PRINTING		$200.00 /	set	x	6	$1,200.00
OFFICE SUPPLIES		$50.00 /	mo.	x	6	$300.00
FIRST AID SUPPLIES		$50.00 /	mo.	x	6	$300.00
WATER SERVICE		$35.00 /	mo.	x	6	$210.00
SANITARY SERVICE		$50.00 /	mo.	x	6	$300.00
ELECTRIC SERVICE		$200.00 /	mo.	x	6	$1,200.00
GARBAGE SERVICE		$25.00 /	mo.	x	6	$150.00
CONSTRUCTION WATER		$250.00 /	mo.	x	6	$1,500.00
JOHN DEERE GATOR (1)		$500.00 /	mo.	x	0	$0.00
ICE		$275.00 /	mo.	x	6	$1,650.00

BONDS					$101,175.81
GENERAL BOND	$8,094,065.00		x	1.25%	$101,175.81
SUBCONTRACTORS BONDS					

PARTNERING INITIATIVES					$2,500.00
NOTICES, LETTERS, INFORMATION MEETINGS					$2,500.00

INSURANCE					$152,589.52
GENERAL INSURANCE	$8,031,027.37		x	1.90%	$152,589.52
Commercial General Liability					
Comprehensive Automobile Liability					
Owner Indemnification					
Professional (Errors/Omissions) Liability					
Excess/Umbrella Liability					
ADD'L INSUREDS	$100.00 /	ea.	x	0	$0.00
ADDED INSURANCES					NOT INCLUDED
Railroad protective Liability Ins.					NOT INCLUDED
Builders Risk Insurance					NOT INCLUDED
Installation Floater					NOT INCLUDED
Flood Insurance					NOT INCLUDED
SUBCONTRACTORS' INSURANCE				INCLUDED IN THEIR DIRECT COSTS	

SANITARY SERVICES					$2,100.00
JOB TOILET (2ea.)	$350.00 /	mo.	x	6	$2,100.00

TESTING COSTS		$39,450.61
DENSITIES		
PRESSURE		
PROCTORS		
BACTERIOLOGICAL		
CONCRETE CYLINDERS		
ENGINEERING & REPORTING		
TV'ING OF INSTALLED LINES	NOT INCLUDED	

FEES	$0.00
TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES	NONE ANTICIPATED
PERMIT SUBMISSION AND EXPEDITING	BY OTHERS
FDOT GENERAL USE PERMITS	NIC
DEWATERING PERMITS	NO FEE PERMIT
RAILROAD PERMITS	NIC
PALM BEACH COUNTY PERMITS	NIC
CITY OF WEST PALM BEACH PERMITS	NIC

SURVEYING		$160,000.00
LAYOUT & ASBUILTS	Avirom and Associates, Inc.	$160,000.00
ALLOWANCE FOR RESTAKING & DRAFTING		SEE DIRECT COSTS
SMALL HAND TOOLS/EQUIPMENT RENTAL		$0.00
ALLOWANCE (GENERAL)		$0.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS		N/A
GENERAL CONDITIONS TOTAL		$531,331.00

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 6 - South

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 6 - South**

Plans: Based on bid set of plans & specifications BCI received date 1.31.2022
Based on revision set of plans BCI received date 3.11.2022
Complete Plan Log attached

Location: Town of Palm Beach

Proposal Date: 5/20/2022; Rev. 5/26/2022

Item Description	PHASE 6 SOUTH	Rate/Hr.	Amount

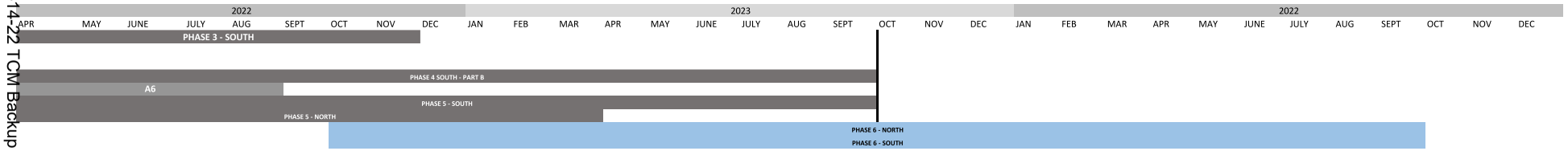
Based on a 24 month duration - Starting October 1, 2022

October 2022 thru November 2022	9 weeks
December 2022 thru March 2023	17 weeks
April 2022 thru September 2023	26 weeks
October 2023 thru September 2024	52 weeks
	104 weeks

	Oct '22 thru Nov '22		Dec '22 thru March '23		Apr '23 thru Sept '23		Oct '23 thru Sept '24			
	Hrs./Week	Weeks	Hrs./Week	Weeks	Hrs./Week	Weeks	Hrs./Week	Weeks		
Project Principal	2	9	2	17	2	26	5	52	$ 175.00	$ 63,700.00
Senior Project Manager	0	9	0	17	0	26	20	52	$ 150.00	$ 156,000.00
Project Manager	0	9	0	17	0	26	0	52	$ 100.00	$ -
Assistant Project Manager	0	9	0	17	24	26	24	52	$ 75.00	$ 140,400.00
Superintendent/Construction Field Manager	0	9	0	17	24	26	24	52	$ 100.00	$ 187,200.00
Merchant/Resident Liaison	0	9	0	17	32	26	40	52	$ 75.00	$ 218,400.00
Project Accountant	2.5	9	2.5	17	2.5	26	5	52	$ 90.00	$ 35,100.00
Administrative Assistant	2.5	9	2.5	17	5	26	8	52	$ 50.00	$ 30,550.00
Field Office Clerk	0	9	0	17	0	26	0	52	$ 50.00	$ -

$ 831,350.00

MANAGEMENT / GC OVERLAP



BURKHARDT CONSTRUCTION, INC.

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 6 - South

Exceptions & Clarifications - 05/20/2022; Rev. 5/26/2022

GENERAL

1 Scope of work and quantities are based on Bid Set Plans & Specifications BCI received on 01/31/2022 & revised set BCI received 03/11/2022 for the Townwide Overhead Utility Undergrounding - Phase 6 - South. Complete plan log is included with this submittal.

2 GMP pricing is based on a project start date of October 03, 2022. Project duration shall be two (2) years or 24 months from notice to proceed.

3 G.M.P. does not include a construction contingency for the overhead utility undergrounding. Burkhardt Construction, Inc. recommends that the Town carry a construction contingency. Any savings from unused allowances listed in the direct construction costs will revert back to the Town.

4 G.M.P. does not include any capital improvement fees, connection fees or impact fees.

5 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.

6 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.

7 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.

8 G.M.P. cost estimate does not include additional insurance premiums for naming individual property owners as additional insureds.

9 G.M.P. includes all sales tax on materials. If the Town elects to direct Owner purchase the ATT & COMCAST materials, the estimated tax savings will be issued in a deductive change order.

10 Utility easements shall be obtained prior to work being performed in that area. If a construction easement has not been obtained it may impact the installation schedule, additional costs may be incurred. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.

11 Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the contingency.

12 If the proposed design locations of transformers, vaults and handholes change after conduit installation, then additional costs may be incurred for the relocation. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.

13 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.

14 TOPB Building Permits; All permits shall be in hand prior to start of construction.

15 The following are part of the G.M.P. in order to facilitate the aggressive work schedule.

a. From October 03, 2022 through November 23, 2022 regularly scheduled crew work hours shall be 8:00 AM to 6:00 PM Monday through Friday. From November 24, 2022 through April 16, 2023 regularly scheduled crew work hours shall be from 9:00 AM to 5:00 PM Monday through Friday. From April 17, 2023 through November 22, 2023 regularly scheduled crew work hours shall be 8:00 AM to 6:00 PM Monday through Friday. From November 23, 2023 through April 07, 2024 regularly scheduled crew work hours shall be from 9:00 AM to 5:00 PM Monday through Friday. From April 08, 2024 through November 27, 2024 regularly scheduled crew work hours shall be from 8:00 AM through 6:00 PM Monday through Friday.

b. Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which may be necessary due to emergency, delay or makeup time, shall be requested on a case by case basis and reviewed/approved by the Public Works Staff. If the Public Works Staff approves the request, the following Town code section shall not apply to the work performed in this GMP. Sec. 42-198(a) Prohibited. During the period of the year commencing on the Monday prior to Thanksgiving of each year and ending April 30, no person shall operate or cause to be operated the following machinery or equipment within the town (1)Dredges, whether used in making hydraulic fills, dry fills, piledriving or any other purpose.(2)Hammer-driven piledrivers, whether operated from water or land, or from motor truck or tractor, and whether stationary or moveable.(3)Gasoline, diesel and/or steam engines, operated in such a manner as to emit odors or noises offensive or disagreeable to the inhabitants of the town.(4)Dry sandblasting machines and jackhammers.(5)Any other class of machinery or appliance that in its operation would render the enjoyment of property within the town less agreeable than if such appliances or machinery were not operated.

c. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.

d. The schedule makes no provision for delays caused by named storms.

e. The construction contract shall be authorized by the Town Council in the June 2022 Town Council meeting.

16 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials.

17 G.M.P. does not include removal or replacement of any unsuitable subsoils. Demucking is specifically excluded.

18 G.M.P. is based upon the use of the Town's property as a construction staging yard located at 6th Street and Dixie Highway, West Palm Beach and Phipps Ocean Park. Fence rental and storage containers are not included in this GMP.

19 Prices are based on re-using excavated material for backfill. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.

20 G.M.P. is based on the assumption that portions of roadways will be closed to vehicular traffic during some phases of construction. Closures shall be coordinated with the Town and in accordance with the Town's Maintenance of Traffic permit conditions.

21 G.M.P. cost estimate does not include any new street signage, posts or line striping other than what has been disturbed due to construction.

22 G.M.P. does not include any cost to mill and pave. All areas will be restored with a permanent patch.

23 Owner and Construction Manager (the “Parties”) acknowledge and agree the GMP and Contract Time as defined in the Agreement do not include any cost impacts or schedule impacts (collectively “Impacts”) associated with COVID-19, any other virus, disease, epidemic, or pandemic (“Epidemic”). The Parties agree if Construction Manager's work is delayed, suspended, disrupted, made more expensive, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including, but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness and related costs; (3) unavailability of labor or increased labor costs, including, but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, lockout or denial of labor by any union or collective bargaining unit, labor force reduction required by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, shelter-in-place orders, closures, changes in the law, or other directives or restrictions that impact the work or the Project site; or (5) fulfillment of Construction Manager’s contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Construction Manager’s shall be entitled to an equitable adjustment of the GMP and/or Contract Time for all such impacts. The Parties further agree, Construction Manager’s will attempt to exercise due diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of disruption; however, Construction Manager does not warrant the performance of material suppliers, supply chains and supply chain management. Likewise, Construction Manager cannot foresee and is not carrying any necessary costs or contingencies for such Impacts and did not include any such Impacts in its GMP proposal for this Project.

24 Due to the present volatile nature of the construction market, construction material costs could change substantially during construction. The G.M.P. does not include any assumed material price increases. If any proposed increases are approved, these increases will be paid from the Town's contingency.

25 G.M.P. includes an allowance for any repairs / replacement of sanitary service laterals from the private residences to the Town's main that are not located.

26 G.M.P. does not include any repairs / replacement to private side gas, propane, or electric service lines to generators that are not located.

27 Upon (a) achievement of substantial completion; or (b) achievement of substantial completion of all items for which Burkhardt Construction, Inc. is directly responsible such that the only outstanding items preventing finalization and closeout of the permit are either: (1) items which Owner has separately contracted for, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; or (2) items under Burkhardt Construction Inc.'s permit but wholly out of Burkhardt Construction Inc.'s control, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; the Owners shall release Burkhardt Construction, Inc., its respective officers, directors, agents and employees (collectively, "BCI") from all liability and indemnify, save, defend, and hold harmless BCI from and against any and all liabilities, damages, claims, losses, and expenses, including reasonable attorney's fees, expenses, and costs (including attorneys' fees, costs and expenses through appeal and attorneys' fees, costs and expenses incurred in establishing the right to and the amount of indemnification) for injury or damages resulting from, arising out of, caused by, or related to the presence of persons or property (other than persons or property under the direct control of BCI) within the boundaries of the location at which BCI performed the Work . This provision shall control over any other provision in the Agreement.

WATER / SEWER / STORM DRAINAGE

1 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.

2 Cleaning of the existing storm drainage system within the project limits is not included except to the extent caused by contractor negligence that is under the direct supervision of the construction manager.

3 G.M.P. does not include any water main work except for the few items noted on the G.M.P. set of drawings.

4 G.M.P. cost estimate does not include City of West Palm Beach meter installation and hook-up fees.

5 G.M.P. cost estimate does not include any sanitary sewer work.

FRANCHISE UTILITIES

1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)

2 The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.

3 The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT and Comcast), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction phase management fee and profit. Should a "Fee" be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction prior to the granted time extension, it shall be paid from contingency.

4 The energizing of the new system is dependent on receiving switching orders from FPL. Services cannot be converted until the transformers are "hot".

5 G.M.P. does not include FPL, Comcast or ATT's binding cost estimates. These invoices shall be paid directly by the Owner. Once the binding cost estimates are fully executed and FPL, ATT and Comcast materials are received by the subcontractor the Owner shall then issue the Notice to Proceed.

6 G.M.P. cost estimate does not include any ATT or Comcast wire.

7 G.M.P. cost estimate does not include any meter can or service disconnect removal and replacements

8 G.M.P. cost estimate does not include any rear easement restoration for FPL pole and wire removal.

9 G.M.P. cost estimate does not include any demolition and removal of any unknown structures during the installation of the proposed conduit. If encountered the additional work shall be paid from contingency.

10 G.M.P. cost estimate does not include any chicanes. If a chicane is required the additional work shall be paid for from the Owner's contingency

ELECTRICAL

1 G.M.P. cost estimate does not include street lighting.

LANDSCAPING

1 G.M.P. cost estimate does not include any landscape or irrigation maintenance.

2 G.M.P. cost estimate does not include any tree trimming except as noted on plans.

Burkhardt Construction, Inc.

06-14-22 TCM Backup

Printed on Fri May 20, 2022 at 11:00 am EDT

Job #: 2201 PRECON - Phase 6 South
PO Box 2029
Palm Beach, Florida 33480
5612277003

GMP SET - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Civil					
C1.00	COVER SHEET	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C1.01	GENERAL NOTES	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C1.02	GENERAL NOTES	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C1.03	GENERAL NOTES	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C1.04	GENERAL NOTES	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C2.00	KEY SHEET	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.00	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.01	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.02	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.03	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.04	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.05	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.06	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.07	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.08	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.09	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.10	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.11	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.12	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.13	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.14	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.15	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.16	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.17	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.18	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.19	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.20	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.21	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.22	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.23	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.24	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.25	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.26	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)

Burkhardt Construction, Inc.

Job #: 2201 PRECON - Phase 6 South
PO Box 2029
Palm Beach, Florida 33480
5612277003

06-14-22 TCM Backup

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C3.00	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.28	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.29	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.30	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.31	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.32	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.33	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.34	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.35	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.36	FPL CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C3.37	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C3.38	FPL CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.00	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.01	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.02	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.03	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.04	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.05	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.06	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.07	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.08	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.09	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.10	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.11	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.12	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.13	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.14	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.15	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.16	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.17	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.18	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.19	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.20	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.21	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.22	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.23	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.24	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.25	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)

06-14-22 TCM Backup 818

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C4.26	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.27	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.28	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C4.29	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.30	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.31	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.32	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.33	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.34	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.35	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.36	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.37	ATT & CC CONDUIT PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C4.38	ATT & CC CONDUIT PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C5.00	FPL CONSTRUCTION DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C5.01	FPL CONSTRUCTION DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C5.02	FPL CONSTRUCTION DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C5.03	STANDARD CLEARSPACE DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C5.04	STANDARD EASEMENT DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C6.00	ATT CONSTRUCTION DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C7.00	COMCAST CONSTRUCTION DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C8.00	ROADWAY DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C8.01	CONSTRUCTION DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C8.02	CONSTRUCTION DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C9.00	ELECTRICAL SERVICE SIZING	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C10.09	NIGHTMASTER CONTROLLER PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C10.11	NIGHTMASTER CONTROLLER PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C10.15	NIGHTMASTER CONTROLLER PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C10.22	NIGHTMASTER CONTROLLER PLAN	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
C11.0	TRAFFIC SIGNAL CONDUIT PLAN	0	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
C11.01	TRAFFIC SIGNAL CONDUIT PLAN	0	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
Landscape					
L1.00	LANDSCAPE PLAN	1	03/11/2022	03/11/2022	PH6S BID SET (01/31/22)
L1.01	LANDSCAPE DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
L1.02	LANDSCAPE DETAILS	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
L1.03	LANDSCAPE NOTES	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
TOPOGRAPHIC SURVEY					
1 OF 28	S LAKE TRAIL	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
2 OF 28	S LAKE TRAIL	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)

Burkhardt Construction, Inc.

Printed on Fri May 20, 2022 at 11:00 am EDT

Job #: 2201 PRECON - Phase 6 South
PO Box 2029
Palm Beach, Florida 33480
5612277003

06-14-22 TCM Backup

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
3 OF 28	COCOANUT ROW	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
4 OF 28	COCOANUT ROW	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
5 OF 28	COCOANUT ROW	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
6 OF 28	CENTRAL AVENUE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
7 OF 28	S COUNTY RD	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
8 OF 28	S COUNTY RD	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
9 OF 28	S COUNTY RD	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
10 OF 28	S COUNTY RD	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
11 OF 28	FLAGLER DRIVE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
12 OF 28	S OCEAN BLVD	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
13 OF 28	SEABREEZE AVENUE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
14 OF 28	SEABREEZE AVENUE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
15 OF 28	SEABREEZE AVENUE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
16 OF 28	ALLEYWAY BETWEEN PRIMAVERA AVENUE AND ANTIGUA LANE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
17 OF 28	CHAPEL HILL RD	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
18 OF 28	PENDLETON LN THROUGH PENDLETON AVE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
19 OF 28	PENDLETON LANE THRU PENDLETON AVE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
20 OF 28	BARTON AVENUE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
21 OF 28	BARTON AVENUE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
22 OF 28	PRIMEVERA AVE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
23 OF 28	ALEWAY BETWEEN BARTON AVE AND CLARKE AVE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
24 OF 28	ALEWAY BETWEEN BARTON &AVE. & CLARKE AVE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
25 OF 28	ALEEYWAY BETWEEN CLARKE AVE & SEABREEZE AVE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
26 OF 28	ALLEYWAY BETWEEN CLARKE AVENUE AND SEABREEZE AVENUE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
27 OF 28	CLARKE AVENUE	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)
28 OF 28	CLARKE AVE TO SOB	0	01/28/2022	01/31/2022	PH6S BID SET (01/31/22)

819

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, Director of Finance

FROM: Dean Mealy, NIGP-CPP, CPPO, Town Procurement and Contract Manager

RE: Resolution to Approve a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Project, Phase 6 North Construction Phase Services in the Amount of $344,177 and Establish a Project Budget of $395,800.
Resolution No. 075-2022

Resolution to Approve a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Project, Phase 6 South Construction Phase Services in the Amount of $344,007 and Establish a Project Budget of $395,600.
Resolution No. 076-2022

DATE: May 27, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution 075-2022, approving a purchase order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Project, Phase 6 North Construction Phase Services in the amount of $344,177 and establish a project budget of $395,800.

Town staff recommends that Town Council approve Resolution 076-2022, approving a purchase order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Project, Phase 6 South Construction Phase Services in the Amount of $344,007 and establish a project budget of $395,600.

GENERAL INFORMATION

Construction Phase Services provide the necessary engineering oversight of the construction to ensure the work is performed and completed according to design. These services not only include weekly site inspections, but also review of all invoices, review of request for change orders, review of shop drawings, testing reports, and other tasks associated with engineering interpretation of construction plans. Finally, these services review and approve as-built plans, along with substantial completion request, and final walk through of the construction project. These services provide Town staff with the necessary expertise and staffing to ensure that the final construction project meets the needs and standards of the Town.

PROCUREMENT METHODOGLY

Town Purchasing secured the Kimley-Horn and Associates, Inc. proposal for Phase 6 North and South construction which was vetted by Town staff.

FUNDING/FISCAL IMPACT

Funding for this award will be from the Town-wide Underground Utility Fund.

PUBLIC WORKS REVIEW

This item has been reviewed by the Public Works and approved as recommended.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

cc: Paul Brazil, P.E., Director of Public Works
Patricia Strayer, P.E., Town Engineer
Duke Basha, Assistant Purchasing Manager
Ryan Canterbury, Senior Buyer

RESOLUTION NO. 075-2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE TOWN-WIDE UNDERGROUNDING OF UTILITIES PROJECT, PHASE 6 NORTH CONSTRUCTION PHASE SERVICES IN THE AMOUNT OF $344,177 AND ESTABLISHING A PROJECT BUDGET OF $395,800.

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 075-2022, approving a purchase order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Project, Phase 6 North Construction Phase Services in the amount of $344,177 and establishing a project budget of $395,800.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of June 2022.

_____
Danielle H. Moore, Mayor

_____
Margaret A. Zeidman, Town Council President

_____
Bobbie Lindsay, Town Council President Pro Tem

_____
Julie Araskog, Town Council Member

ATTEST:

_____
Edward A. Cooney, Town Council Member

_____
Pat Gayle-Gordon, Acting Town Clerk

_____
Lewis S.W. Crampton, Town Council Member

RESOLUTION NO. 076-2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE TOWNWIDE UNDERGROUNDING OF UTILITIES PROJECT, PHASE 6 SOUTH CONSTRUCTION PHASE SERVICES IN THE AMOUNT OF $344,007 AND ESTABLISHING A PROJECT BUDGET OF $395,600.

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 076-2022, approving a purchase order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Project, Phase 6 South Construction Phase Services in the amount of $344,007 and establishing a Project Budget of $395,600.

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Danielle H. Moore, Mayor

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Margaret A. Zeidman, Town Council President

_____
Bobbie Lindsay, Town Council President Pro Tem

_____
Julie Araskog, Town Council Member

ATTEST:

_____
Edward A. Cooney, Town Council Member

_____
Pat Gayle-Gordon, Acting Town Clerk

_____
Lewis S.W. Crampton, Town Council Member

May 20, 2022

Dean Mealy, II CPPO
Town of Palm Beach – Purchasing Division
951 Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401

RE: ***Town-Wide Undergrounding of Utilities Program: Phase 6 North Construction Phase Services***

Dear Dean,

The Kimley-Horn and Associates, Inc. team (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to the Phase 6 North construction phase for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The design phase of Phase 6 North is nearing completion and the Town's construction manager is preparing the Guaranteed Maximum Price. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the undergrounding.

It is understood that work is anticipated to begin in June 2022. This sub-phase is located between Plantation Road and Kawama Ln.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees. These poles are generally located in rear-lot easements or in the public right-of-way. New underground infrastructure will be installed within the road rights-of-way and in new front-lot easements. Once the new facilities have been installed, activated, and the services cut over, the rear-lot poles and wires will be removed.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Kimley-Horn will perform the following services during construction. A more detailed description of each of the bulleted services follows later in this proposal.

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 18-month construction duration (up to 39 meetings)
- Utility coordination meeting attendance (FPL, ATT, Comcast, FPU) during the construction duration (up to 4 meetings)

- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 169 visits)
- Recommendations with Respect to Defective Work
- Clarifications and interpretations
- Change order review
- Shop drawing review / review of proposed substitutions
- Review of testing lab reports
- Payment application review (up to 18 applications)
- Substantial completion walk-through and punch list development
- Final acceptance walk-through / close-out documentation
- Record drawing review

The following is a more detailed description of the services that will be performed.

Pre-Construction Conference. Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction. Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Town and Contractor. Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. We will also review conduit and equipment placement record drawings submitted by the contractor for FPL, AT&T, and Comcast facilities prior to submission of such record drawings to those respective utility owners. Comments will be provided to the contractor prior to submission to the utility owners. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Town and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit with the Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town or extensions to the project schedule noted below, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided by the Town

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the project site

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually-agreed-upon schedule. It is anticipated that services will begin in June 2022. Construction is expected to be complete in November 2023. Fees for engineering services are based on these durations. Services performed beyond these durations will be considered additional services.

Fee and Billing

Kimley-Horn will perform the scope of services, excluding meetings, for the total lump sum fee listed below. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Construction Phase Services	$297,501

Kimley-Horn will attend meetings on a labor fee plus expense basis with the estimated labor and expense fee shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client.

Meeting Attendance [Construction Phase]	$ 46,676

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Senior Vice President

Attachment

06-14-22 CC Backup

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	Town-Wide Undergrounding of Utilities Program: Phase 6 North Construction Phase Services	SHEET 1 of 1	
CLIENT:	Town of Palm Beach	FILE NO.	
ESTIMATOR:	BAJ	DATE: 5/20/2022	

DESCRIPTION: See Scope of Services	DIRECT LABOR (MAN-HOURS)									
	Principal Engineer	Chief Engineer	Project Manager	Sr. Prof. Eng / Sr. LA	Reg. Prof. Eng.	Specialist / Field Tech.	Admin / Tech.	SUB (MR, WP)	EXP	LINE TOTAL
Construction Phase Services (Lump Sum)										
Pre-Construction Meeting			4.0	4.0	4.0	4.0	2.0	$2,624.00		$5,763
Site Visits (up to 169)			24.0	54.0	54.0	676.0		$10,568.00	$900.00	$118,436
Clarifications and Interpretations			12.0	48.0	60.0	72.0		$24,200.00		$54,295
Change Order Review			12.0	72.0		36.0				$20,875
Shop Drawing Review / Reivew of Proposed Substitutions				20.0	40.0		10.0			$10,892
Testing Lab Report Review				20.0	14.0	20.0	10.0			$9,314
Payment Application Review (up to 18)			6.0	36.0	18.0	36.0				$15,401
Substantial Completion Walk-Through			4.0	16.0	16.0	16.0	4.0	$2,260.00		$11,122
Final Acceptance Walk-Through / Close-Out Documentation			2.0	8.0	8.0	12.0	2.0			$4,917
Record Drawing Review			3.0	24.0	12.0	12.0			$250.00	$8,786
Utility Owner Walk-Throughs / Coordination (FPL/ATT/Comcast)			12.0	24.0	24.0	24.0	12.0	$17,362.00		$32,922
Commercial Service Building Permit Assistance				4.0	10.0			$2,500.00		$4,777
Meetings [Construction Phase] (Hourly)										
Progress Meetings (up to 39)			16.0	39.0	39.0	39.0		$16,740.00	$325.00	$39,348
Utility Coordination Meetings (FPL/ATT/Comcast/FPU - up to 4)			8.0	16.0	8.0	8.0				$7,327
TOTAL HOURS	**0.0**	**0.0**	**103.0**	**385.0**	**307.0**	**955.0**	**40.0**	**$76,254.00**	**$1,475.00**	**$344,176**
LABOR ($/HOUR)	**$289.65**	**$276.86**	**$272.79**	**$183.69**	**$154.20**	**$121.56**	**$105.00**	**1.0**	**1.0**	
TOTALS	**$0.00**	**$0.00**	**$28,097.37**	**$70,720.65**	**$47,339.40**	**$116,089.80**	**$4,200.00**	**$76,254.00**	**$1,475.00**	**$344,176**

Kimley»Horn

May 20, 2022

Dean Mealy, II CPPO
Town of Palm Beach – Purchasing Division
951 Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401

RE: ***Town-Wide Undergrounding of Utilities Program: Phase 6 South Construction Phase Services***

Dear Dean,

The Kimley-Horn and Associates, Inc. team (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to the Phase 6 South construction phase for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The design phase of Phase 6 South is nearing completion and the Town's construction manager is preparing the Guaranteed Maximum Price. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the undergrounding.

It is understood that work is anticipated to begin in June 2022. This sub-phase is located between Seapray Ave and Royal Poinciana Way.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees. These poles are generally located in rear-lot easements or in the public right-of-way. New underground infrastructure will be installed within the road rights-of-way and in new front-lot easements. Once the new facilities have been installed, activated, and the services cut over, the rear-lot poles and wires will be removed.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Kimley-Horn will perform the following services during construction. A more detailed description of each of the bulleted services follows later in this proposal.

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 24-month construction duration (up to 52 meetings)
- Utility coordination meeting attendance (FPL, ATT, Comcast, FPU) during the construction duration (up to 8 meetings)

- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 234 visits)
- Recommendations with Respect to Defective Work
- Clarifications and interpretations
- Change order review
- Shop drawing review / review of proposed substitutions
- Review of testing lab reports
- Payment application review (up to 24 applications)
- Substantial completion walk-through and punch list development
- Final acceptance walk-through and applicable permit certifications
- Record drawing review

The following is a more detailed description of the services that will be performed.

Pre-Construction Conference. Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction. Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Town and Contractor. Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. We will also review conduit and equipment placement record drawings submitted by the contractor for FPL, AT&T, and Comcast facilities prior to submission of such record drawings to those respective utility owners. Comments will be provided to the contractor prior to submission to the utility owners. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Town and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit with the Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town or extensions to the project schedule noted below, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided by the Town

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the project site

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually-agreed-upon schedule. It is anticipated that services will begin in June 2022. Construction is expected to be complete in May 2024. Fees for engineering services are based on these durations. Services performed beyond these durations will be considered additional services.

Fee and Billing

Kimley-Horn will perform the scope of services, excluding meetings, for the total lump sum fee listed below. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Construction Phase Services	$299,330

Kimley-Horn will attend meetings on a labor fee plus expense basis with the estimated labor and expense fee shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client.

Meeting Attendance [Construction Phase]	$ 44,677

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Senior Vice President

Attachment

06-14-22 Council Backup

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	Town-Wide Undergrounding of Utilities Program: Phase 6 South Construction Phase Services
CLIENT:	Town of Palm Beach
ESTIMATOR:	BAJ

SHEET 1 of 1
FILE NO.
DATE: 5/20/2022

DESCRIPTION: See Scope of Services	DIRECT LABOR (MAN-HOURS)									
	Principal Engineer	Chief Engineer	Project Manager	Sr. Prof. Eng / Sr. LA	Engineering Intern	Specialist / Field Tech.	Admin / Tech.	SUB (WP)	EXP	LINE TOTAL
Construction Phase Services (Lump Sum)										
Pre-Construction Meeting			4.0	4.0	4.0	4.0	2.0			$3,014
Site Visits (up to 234)			24.0	78.0		702.0				$106,210
Clarifications and Interpretations			12.0	188.0	96.0	96.0				$61,293
Change Order Review			12.0	96.0	48.0	48.0				$32,650
Shop Drawing Review / Reivew of Proposed Substitutions				20.0	40.0		10.0			$9,647
Testing Lab Report Review				24.0	16.0	48.0	10.0			$13,263
Payment Application Review (up to 24)			6.0	48.0	24.0	48.0				$19,243
Substantial Completion Walk-Through			4.0	16.0	16.0	16.0	4.0			$8,364
Final Acceptance Walk-Through			2.0	8.0	8.0	8.0	2.0			$4,182
Record Drawing Review			3.0	24.0	12.0	12.0			$250.00	$8,413
Utility Owner Walk-Throughs / Coordination (FPL/ATT/Comcast)			12.0	24.0	24.0	24.0	12.0			$14,813
Commercial Service Building Permit Assistance			6.0	24.0	12.0			$8,500.00		$16,022
FDOT Utility Permit Certification			1.0	6.0	4.0	2.0	1.0			$2,215
Meetings [Construction Phase] (Hourly)										
Progress Meetings (up to 52)			16.0	104.0		104.0		$1,500.00		$37,611
Utility Coordination Meetings (FPL/ATT/Comcast/FPU - up to 8)			8.0	16.0		16.0				$7,066
TOTAL HOURS	**0.0**	**0.0**	**110.0**	**680.0**	**304.0**	**1128.0**	**41.0**	**$10,000.00**	**$250.00**	**$344,007**
LABOR ($/HOUR)	**$289.65**	**$276.86**	**$272.79**	**$183.69**	**$123.08**	**$121.56**	**$105.00**	**1.0**	**1.0**	
TOTALS	**$0.00**	**$0.00**	**$30,006.90**	**$124,909.20**	**$37,416.32**	**$137,119.68**	**$4,305.00**	**$10,000.00**	**$250.00**	**$344,007**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Utility Construction Services Work Hours

DATE: May 18, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council approve a waiver of work hours for utility construction work as deemed necessary by the Public Works Director or his designee.

GENERAL INFORMATION

Recent adoption of revised Town ordinances regarding work hours for construction work has resulted in limiting staff's ability to approve work within the road right-of-way, primarily by FPL and the City of West Palm Beach. Work performed by the utilities in the evening (non-peak hours) or on weekends would create less impacts on businesses and residents.

Currently, work is being delayed several weeks to present to Town Council and request a waiver. Staff is requesting the Town Council grant the Public Works Director the discretion to issue the necessary right-of-way permits to allow the work to be performed. The Director will only approve this work when the work is determined to actually limit the impacts on property owners where the construction is being performed. In these instances all surrounding property owners will be notified. Staff believes this will allow certain utilities to perform work in a timely manner in the least impactful way as possible.

Public Works' objective is to work with the utilities to accomplish this type of construction work in the most efficient, effective, and least disruptive manner possible.

FUNDING/FISCAL IMPACT

There are no funding impacts associated with this item.

TOWN ATTORNEY REVIEW

This item has been reviewed by the Town Attorney.

cc: Patricia Strayer, P.E., Town Engineer

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Approve Request by Florida Power & Light (FPL) for Road Closure of Seaview Avenue

DATE: June 2, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the request for Florida Power & Light (FPL) to close Seaview Avenue for two (2) days to complete work at 206 Phipps Plaza.

GENERAL INFORMATION

FPL is requesting a waiver to be able to complete work that will require the closure of Seaview Avenue to install a pole and transformer. The work is needed to move FPL wires to allow safety clearances for the construction on the 206 Phipps Plaza project to be completed.

The work will take place during the weekday with approved dates. This job will take place from 8:30am to 3:30pm on both days. The road will be opened at the end of each day. Property owners that presently park on Seaview Avenue will be notified by FPL of the proposed work and restrictions for parking.

Public Works recommends approval of the waiver request. If approved, Public Works will work directly with FPL to coordinate the necessary right-of-way permit and the appropriate day to complete this work.

FUNDING/FISCAL IMPACT

There are no funding implications.

Attachment

cc: Patricia Strayer, P.E., Town Engineer
Wayne Bergman, Director of Planning and Zoning
Craig Hauschild, Civil Engineer

May 31, 2022

Paul Brazil
Director of Public Works
Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480

Dear Mr. Brazil,

Florida Power & Light Company is requesting a waiver to be able to complete work that will require a road closure within the town of Palm Beach to install a pole and transformer. The work is needed to move FPL wires to allow safety clearances for construction to be completed on the 206 Phipps Plaza project.

If the waiver is approved, all property owners impacted by the road closure will be notified prior to the start of the job.

We would like to request the job to take place June 15-16 or during approved dates. The job will take place from 8:30 a.m. to 3:30 p.m. both days. The following road closure will take place during this time:

- Seaview Avenue between South County Road and Coconut Row.

Thank you for considering this request for waiver. Please do not hesitate to call me at **239-246-4893 or Senior Customer Advisor Robert Weese at 561-685-4814** should you need additional information.

Sincerely,

Nolan Ehinger
Production Lead
Florida Power & Light Company

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Approve Request by Florida Power & Light (FPL) for Road Closure of Mediterranean Road

DATE: June 2, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the request for Florida Power & Light (FPL) to close Mediterranean Road for three (3) days and a lane closure for two (2) days to complete work at 1500 North Ocean Boulevard.

GENERAL INFORMATION

FPL is requesting a waiver to be able to complete work that will require a road and lane closure on Mediterranean Road to install an underground cable and transformer at 1500 North Ocean Boulevard. The work is required to provide electric service to a new home.

If the waiver is approved, all property owners impacted by the road closure will be notified prior to the start of the job. Access to the homes will be maintained and coordinated by FPL. Each night the road will be opened for use. FPL is requesting the job to take place from Monday to Friday from 8:00am to 6:00pm. A three (3) day road closure and a two (2) day lane closure is required. This includes the transformer and cable installation and road restoration.

Public Works recommends approval of the waiver request. If approved, Public Works will work directly with FPL to coordinate the necessary right-of-way permit and the appropriate day to complete this work.

FUNDING/FISCAL IMPACT

There are no funding implications.

Attachment

cc: Patricia Strayer, P.E., Town Engineer
Wayne Bergman, Director of Planning and Zoning
Craig Hauschild, Civil Engineer

May 31, 2022

Paul Brazil
Director of Public Works
Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480

Dear Mr. Brazil,

Florida Power & Light Company is requesting a waiver to be able to complete work that will require a road and lane closure within the town of Palm Beach to install an underground cable and transformer. The work is needed to provide electric service to a new residence.

If the waiver is approved, all property owners impacted by the road closure will be notified prior to the start of the job.

We would like to request the job to take place during the week from 8 a.m. to 6 p.m. A three-day road closure and a two-day lane closure will be required. This includes the transformer and cable installation and road restoration.

The work will take place at 1500 North Ocean Boulevard. The following road and lane closures will take place during this time:

- Mediterranean Road between North Ocean Boulevard and North Lake Way.

Thank you for considering this request for waiver. Please do not hesitate to call me at **561-758-4738 or Senior Customer Advisor Robert Weese at 561-685-4814** should you need additional information.

Sincerely,

Sharon Parker
Production Lead
Florida Power & Light Company

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Regular Agenda - Old Business

Agenda Title
Phipps Ocean Park Master Plan Update
TIME CERTAIN: 11:30 AM

Time Certain
11:30 AM

Presenter
Carolyn Stone, Assistant Town Manager

ATTACHMENTS:

- **Memorandum Dated June 2, 2022, from Carolyn Stone, Assistant Town Manager**
- **Letter Dated June 1, 2022, from The Preservation Foundation of Palm Beach**
- **Phipps Ocean Park Maintenance Estimate prepared by Raymond Jungles**
- **Phipps Ocean Park Master Plan Presentation**
- **Support Letters**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Carolyn S. Stone, Assistant Town Manager

Re: Phipps Ocean Park Masterplan Update from the Preservation Foundation

Date: June 2, 2022

STAFF RECOMMENDATION

Staff recommends that the Mayor and Town Council review the updated proposal from the Preservation Foundation of Palm Beach for the Phipps Ocean Park Masterplan by Raymond Jungles, Inc. and provide feedback on the plan and direction on three requested items: donor signage locations, annual maintenance budget, and removal of invasive species.

GENERAL INFORMATION

The Preservation Foundation of Palm Beach and their architect of record, Raymond Jungles, Inc. have prepared an update to the original masterplan for Town Council input. The original plan was presented to Town Council on June 8, 2021. The Preservation Foundation of Palm Beach is requesting the Town Council's feedback on the plan at the June 2022 meeting in order to incorporate any necessary revisions to the masterplan prior to proceeding with design development and drawing submittals for Landmarks Preservation Commission. Once the required drawings and plans are approved through Landmarks. the Preservation Foundation will come back to Town Council in October and November 2022 for final approvals.

In addition, the Preservation Foundation is respectfully requesting direction on three items:

- Sitewide recognition plan (donor signage)
- Town's commitment to the projected annual maintenance budget
- Town's removal of invasive species

The masterplan provided in this back up describes the location of the donor signage and the estimated amount for the annual maintenance budget.

FUNDING/FISCAL IMPACT

The Preservation Foundation of Palm Beach will raise the $19 million projected project cost and establish an endowment fund of $5 million. They are requesting the Town to contribute $300,000 annually, inflation adjusted, toward the maintenance of the park.

Attachment

cc: H. Paul Brazil, Director of Public Works
Jane LeClainche, Finance Director
Mark Bresnahan, Recreation Director
Darrell Donatto, Fire-Rescue Chief
Wayne Bergman, Planning, Zoning and Building Director
Amanda Skier, Executive Director of Preservation Foundation

PRESERVATION FOUNDATION OF PALM BEACH

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Mrs. Paul Shiverick, *Chairman*
Mr. Daniel E. Ponton, *Vice-Chairman*
Mr. Thomas C. Quick, *Secretary*
Mr. Jeffrey A. Marcus
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Mr. Charles M. Royce
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Mrs. J. Ira Harris
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Mrs. Katherine B. Horgen
Mr. and Mrs. Gerald R. Jordan, Jr.
Mr. Kenn Karakul
Mr. and Mrs. Howard J. Kessler
Mrs. Laura Landro and Mr. Richard E. Salomon
Mr. Leonard A. Lauder
The Honorable and Mrs. Howard H. Leach
Mrs. Joseph W. Luter III
Mrs. David J. Mahoney
Mrs. Jeffrey A. Marcus
Mr. Tomas R. Maier
Mrs. Talbott B. Maxey
Mrs. Leigh A. McMakin
Ms. Audrey McNiff
Mr. and Mrs. Joseph Meyer
Mr. and Mrs. Donald K. Miller
The Honorable Danielle Hickox Moore
Mr. and Mrs. Dudley L. Moore, Jr.
Mrs. William G. Pannill
Mr. and Mrs. Gary Patsley
Mrs. Sallie B. Phillips
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Mrs. F. Eugene Dixon, Jr.
Mrs. Robert M. Grace
Mrs. Frances G. Scaife

June 1, 2022

Town Council
Town of Palm Beach
Post Office Box 2029
Palm Beach, FL 33480

Dear Mayor Moore, Council President Zeidman, and Town Council Members:

In June of last year, Town Council unanimously approved the Phipps Ocean Park masterplan underwritten by the Preservation Foundation of Palm Beach as a gift to the Town. The schematic design phase of the project has recently been completed along with an updated site plan. After receiving your feedback on the updated site plan, we will proceed with design development and submit the required drawings for approval at the Landmarks Preservation Commission and Town Council meetings in October and November, respectively. We are on track to meet our fundraising goal of $25 million by the end of the 2022-2023 season and anticipate breaking ground in June of 2023. The grand opening of the restored Phipps Ocean Park is projected for early 2024.

Of the features depicted in the site plan, many have been developed further over the past year while others are more recent additions. Proper recognition of donors to the significant features listed below is key to the success of the capital campaign currently underway:

Coastal Conservancy: Restoring natural ecosystems and introducing new features to Phipps Ocean Park, the Coastal Conservancy will make the park more accessible and gracious as a recreational facility while increasing its usefulness as a resource for both environmental and cultural education. An individual naming opportunity at the entrance to the park is associated with the overall project. Sample signage can be seen on page 7 of the presentation.

Gold Coast Gateway: A celebration of arrival, the Gold Coast Gateway welcomes visitors to the Coastal Restoration Center, Dune Playground, and Little Red Schoolhouse through a pathway of water features. An individual naming opportunity is associated with this feature.

Little Red Schoolhouse: Relocated to the heart of the park, the restored Little Red Schoolhouse anchors the east side of the Great Lawn, serving as a resource for cultural education and confluence point for all visitors. The Preservation Foundation holds a 99-year lease with the Town on the schoolhouse and will continue to use it for a living history program with expanded programming that allows greater access outside of school field trips.

Coastal Restoration Center: Amidst a thicket of trees and Coastal Strand vegetation, the nursery/ propagation facility teaches children and adults about environmental advocacy through hands-on activities that restore native coastal ecosystems in the park and throughout the island. The Preservation Foundation intends to lease this space from the Town and staff it with two full-time employees that will also participate in overseeing the overall maintenance of the park. An individual naming opportunity is associated with this feature.

Outdoor Classroom: Strategically located in the fringe of the Maritime Hammock and Coastal Strand habitats, the outdoor classroom will be used for educational programs at the Little Red Schoolhouse and Coastal Restoration Center. The space was designed in partnership with the Garden Club of Palm Beach and will include an individual naming opportunity.

Dune Playground: Stepping down from the Dune Crest Path, the Dune Playground offers recreation opportunities for children of all ages. Split into two larger platforms, the playground is divided into an area intended for children in their middle childhood (6-11) and an area for preschoolers for an interpretive experience that relates to the landscape using vegetation and topography as play features. An individual naming opportunity is associated with this feature.

Horizon Plateau: Rising to the dune elevation, the Horizon Plateau provides all around views to the ocean and the different ecosystems present in the park below along with open and sheltered spaces for passive recreation. An individual naming opportunity is associated with this feature along with a large plaque recognizing all major donors to the project. Sample signage can be seen on pages 39 and 40 of the presentation.

Maritime Concessions: Surrounded by a maritime forest near the Horizon Plateau, the concession area offers healthy food and drink for purchase. The structures in this space are meant to be temporary in nature allowing for flexibility in usage. An individual naming opportunity is associated with this feature.

Great Lawn: Open space that embraces the sky, accommodating groups of all sizes for passive recreation. An individual naming opportunity is associated with this feature. Sample signage can be seen on page 28 of the presentation.

Wildflower Garden: Facing directly across the Great Lawn from the Little Red Schoolhouse, this transformative space will demonstrate the importance of wildflowers and grasses and their function within a larger ecosystem. An elevated walkway invites visitors to explore different species and the changing nature of the space during rainy and dry seasons. An individual naming opportunity is associated with this feature.

Rain Gardens: Creating a model for localized flood control, permeable parking areas and rain gardens filter and mitigate stormwater runoff. Two naming opportunities, one for the north parking area and one for the south parking area, are associated with these features.

The improvements to Phipps Ocean Park will be made possible through a partnership between the Preservation Foundation of Palm Beach and the Town of Palm Beach. The Preservation Foundation will raise the funds to meet the $19 million projected construction budget and establish a $5 million endowment for the park. We request that the Town provide the funding for annual maintenance with adjustments for inflation as necessary. Per the enclosed Landscape Maintenance Opinion of Cost, annual maintenance of all landscape areas and cleanup of hardscape areas is estimated to cost $300,000. In advance of construction, we also request that the Town implement an iguana and invasive plant removal plan to be developed in concert with the Preservation Foundation.

We respectfully request Town Council's input on the updated site plan at its June meeting so that we may incorporate feedback prior to submittal for site plan approval. Additionally, we respectfully request approval of the aforementioned recognition plan, annual maintenance budget, and invasive species removal plan. Thank you in advance for your consideration.

Sincerely,

Amanda

Amanda H. Skier
President & CEO

May 18th, 2022

jungles

Maintenance Opinion of Cost and Narrative for Phipps Ocean Park

The following document will provide an estimate of the annual maintenance costs for Phipps Ocean Park as designed by Raymond Jungles Inc. The estimation of the scope is based on the 05/02/2022 iteration of the plan and assumes the maintenance of all landscape areas within the park's property lines, east and west of A1A.

This estimate also assumes cleanup only of all hardscape areas. Power washing or other hardscape related maintenance tasks as not part of this scope.

The bullet point below describes in detail what is include as part of the scope. This estimate excludes anything that has not been specifically mentioned on the list below.

A complete maintenance plan shall be put together ahead of construction. The maintenance plan shall be priced accordingly by competent contractors for the Owner's or Operator's approval. This estimate should not be used as a replacement for a Maintenance Plan, and it's understood that its sole purpose is to provide an order of magnitude for the Park's maintenance at this stage of design.

Phipps Ocean Park	
Landscape Maintenance Opinion of Cost *5/18/2022*	
General Maintenance Weekly *4 man crew 1.5 days per week* *Mowing, edging and weed removal* *Weeding and removal of invasives* *Sweeping and debris pickup* *Drain inspection and cleanup* *Re-planting/replacing dead plants (labor only for containers size not greater than 7 gallon)* *Turf aeration 1x per year* *Monthly supervisor inspection with deficiency report*	**$121,480**
Other Tasks	
Monthly Pruning to a Height of 12' (12x)	**$16,500**
Monthly Irrigation Inspections (12x) *Timer, nozzle, head inspection and adjustments. Repairs and parts billed separately*	**$6,000**
Annual Palm Pruning *3 times a year*	**$60,000**
Annual Tree Pruning *2 times a year*	**$20,000**
Turf and Ornamental Fertilizer	**$13,500**
Quarterly Pest Management with organic products *Organic products*	**$15,000**
Mulch Refurbishment *4 times a year with Melaleuca and Pine straw*	**$47,520**
Total Annual Cost	**$300,000**

06-14-22 TCM Backup



PHIPPS OCEAN PARK

June 1st, 2022

Design Development

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2021 Master Plan	**2**
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Outdoor Classroom	**16**
Little Red Schoolhouse	**23**
Great Lawn	**26**
Wildflower Garden	**30**
Horizon Plateau	**36**
Concessions Area	**41**
Coastal Restoration Center	**47**
Parking Lots	**50**

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847

06-14-22 TCM Backup



Legend

1. Two-way Main Entrance into Park
Celebrate the scale and beauty. Entry portal like LLNPP. Entrance more central to park. Open major view to relocated school house and flexible open space. View takes in great lawn for larger community events and play.

2. Little Red Schoolhouse Center
Relocated Schoolhouse a few feet up the dune, nestled into the grove of Specimen Strangler Fig trees.

3. Great Lawn
Open space that embraces the sky, accommodates groups of all sizes. Community special events programming.

4. Horizon Plateau
Gathering area with open views to the horizon line over the Atlantic Ocean.

5. Connector Lawns for traversing grade

6. Nature / Pedestrian Paths

7. Sand Paths to Beach
Emergency equipment access.

8. ADA Accessible Path
Accommodates maintenance and patrol vehicles.

9. Two-way Park Entrance
Park and tennis court parking.

10. One-way Exit from Main Park Parking Area

11. Stone Wall around Public Works Center

12. Restricted Vehicular / Pedestrian Circulation

13. Picnic Areas

14. Thatched Shelters

15. Beach Showers / Drinking Fountains

16. Parking Areas
Permeable paving, minimized to allow more contiguous planting.

17. Tennis Courts

18. Storage beneath Horizon Plateau

19. Physical Barrier for separating Fire Station Garden/Practice area and Tennis back of house

20. Upgrade Existing Restrooms

21. New Restrooms for Little Red Schoolhouse Center

22. New Pickleball Courts

23. Existing Fire Station

24. Existing Utility Enclosure

25. Beach Nourishment Access Path

26. New Lifeguard Stand

27. Dune Crest Path

28. New Playground

29. Service Path

30. Nursery Propagation

31. Public Works Area

32. Water Utilities to be Screened

33. Water Element

34. Existing Mangroves to Remain

35. Grass Pave Overflow Parking

36. Ibis Way Improvements

37. Dense Vegetative Buffer

Materials Legend

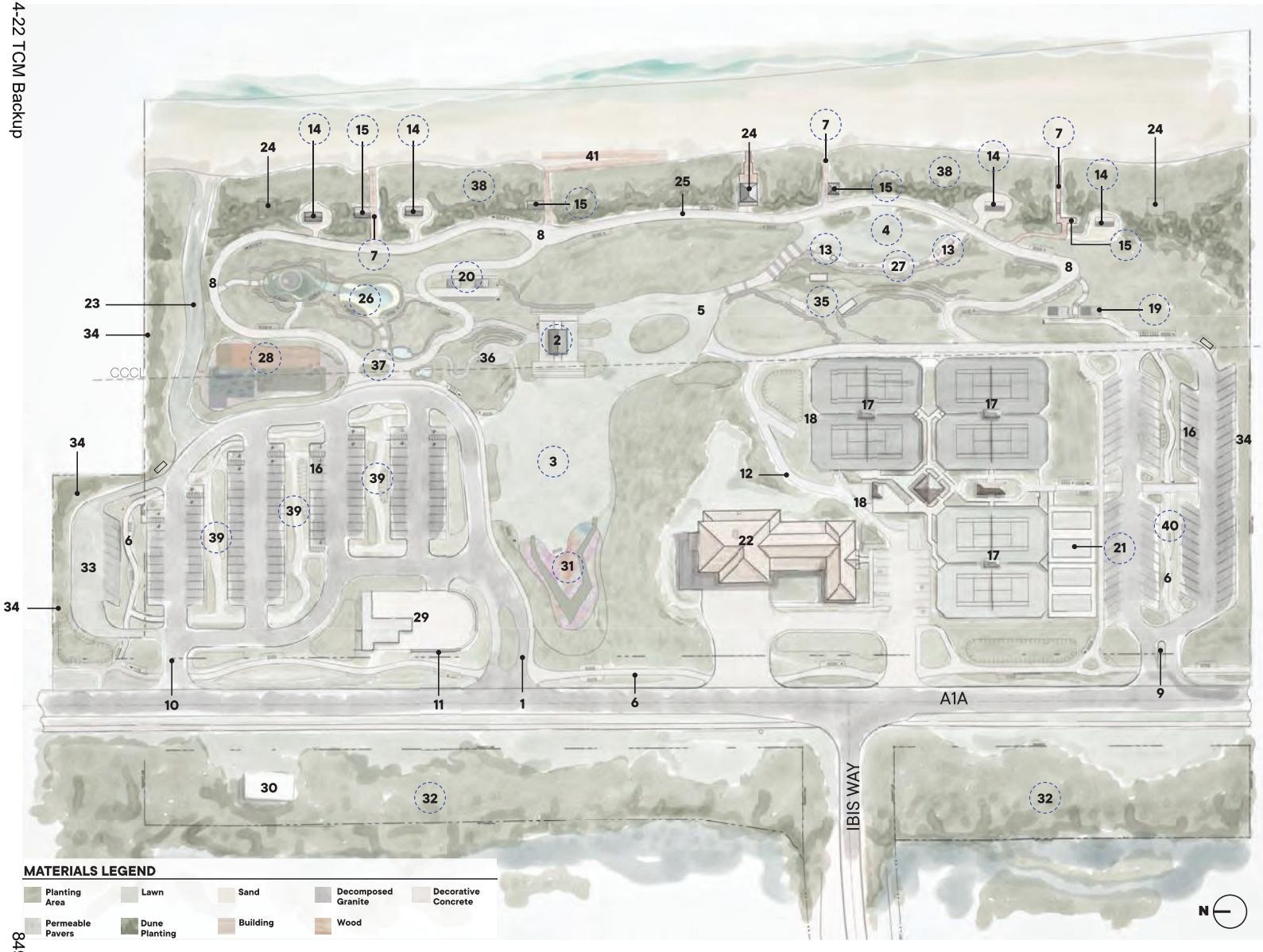
- Planting Area
- Lawn
- Grass Pave
- Water
- Decomposed Granite
- Decorative Concrete
- Oolite Walls
- Permeable Pavers
- Dune Planting
- Building
- Wood
- Mulch
- Sand

N

*Total Parking: 265

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Phipps Ocean Park
June 1st, 2022



Legend

1. **Two-way Main Entrance into Park**
Entry portal to celebrate the scale and beauty.
Open major view to relocated school house and flexible open space.
View takes in great lawn for larger community events and play.

2. **Little Red Schoolhouse Center***
Relocated Schoolhouse a few feet up the dune, nestled into the grove of Specimen Strangler Fig trees.

3. **Great Lawn***
Open space that embraces the sky, accommodates groups of all sizes.
Community special events programming.

4. **Horizon Plateau***
Gathering area with open views to the horizon line over the Atlantic Ocean.

5. **Connector Lawns for traversing grade**

6. **Nature / Pedestrian Paths**

7. **Sand Paths to Beach***
Emergency equipment access.

8. **ADA Accessible Path**
Accommodates maintenance and patrol vehicles.

9. **Two-way Park Entrance**
Park and tennis court parking.

10. **One-way Exit from Main Park Parking Area**

11. **Stone Wall around Public Works Center**

12. **Restricted Vehicular / Pedestrian Circulation**

13. **Picnic Areas***

14. **Beach Pavilions***

15. **Beach Showers / Drinking Fountains***

16. **Parking Areas**
Permeable paving, minimized to allow more contiguous planting.

17. **Tennis Courts**

18. **Vegetative Barrier for separating Fire Station Garden/Practice area and Tennis back of house**

19. **Upgraded Existing Restrooms***

20. **New Restrooms for Little Red Schoolhouse Center***

21. **Area for Pickleball Courts***

22. **Existing Fire Station**

23. **Beach Nourishment Access Path**

24. **Location for Future Lifeguard Stands**

25. **Dune Crest Path**
ADA and Vehicle Accessible

26. **Dune Playground***

27. **Sculpture at Horizon Plateau***

28. **Coastal Restoration Center***

29. **Public Works Area**

30. **Water Utilities to be Screened**

31. **Wildflower Garden***

32. **Mangrove Restoration Area***

33. **CRC Extension - Grass Test Plot/Overflow Parking Spaces**

34. **Dense Vegetative Buffer**

35. **Food Concession Area***

36. **Outdoor Classroom**

37. **Gold Coast Gateway***

38. **Beach Dune Restoration***

39. **North Rain Garden***

40. **South Rain Garden***

41. **ADA Access to Beach**

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Phipps Ocean Park
June 1st, 2022

06-14-22 TCW Backup

LEGEND

- **(21) Quercus virginiana - Live Oak***
- **(47) Large Canopy Tree - Pond Apple, Strangler Fig**
- **(22) Bursera simaruba - Gumbo Limbo**
- **(45) Coccoloba uvifera - Seagrape**
- **(6) Ficus aurea - Strangler Fig**
- **(22) Large Accent - Gumbo Limbo, Seagrape**
- **(97) Medium Tree Type 1**
  False Mastic, Willow Bustic
- **(19) Medium Tree Type 2**
  Spanish Stopper, White Stopper, Inkwood, Black Ironwood
- **(31) Medium Tree Type 3**
  Satin Leaf, Common Torchwood, Simaruba glauca
- **(237) Small Tree Type 1**
  Jamaican Caper, Guiana Plum, Pigeon Plum
- **(44) Small Tree Type 2**
  Dahoon Holly, Wax Myrtle, Salix caroliniana
- **(4) Small Tree Type 3**
  Red Bay, Spanish Stopper, Florida Fiddlewood, Harisia simpsonii

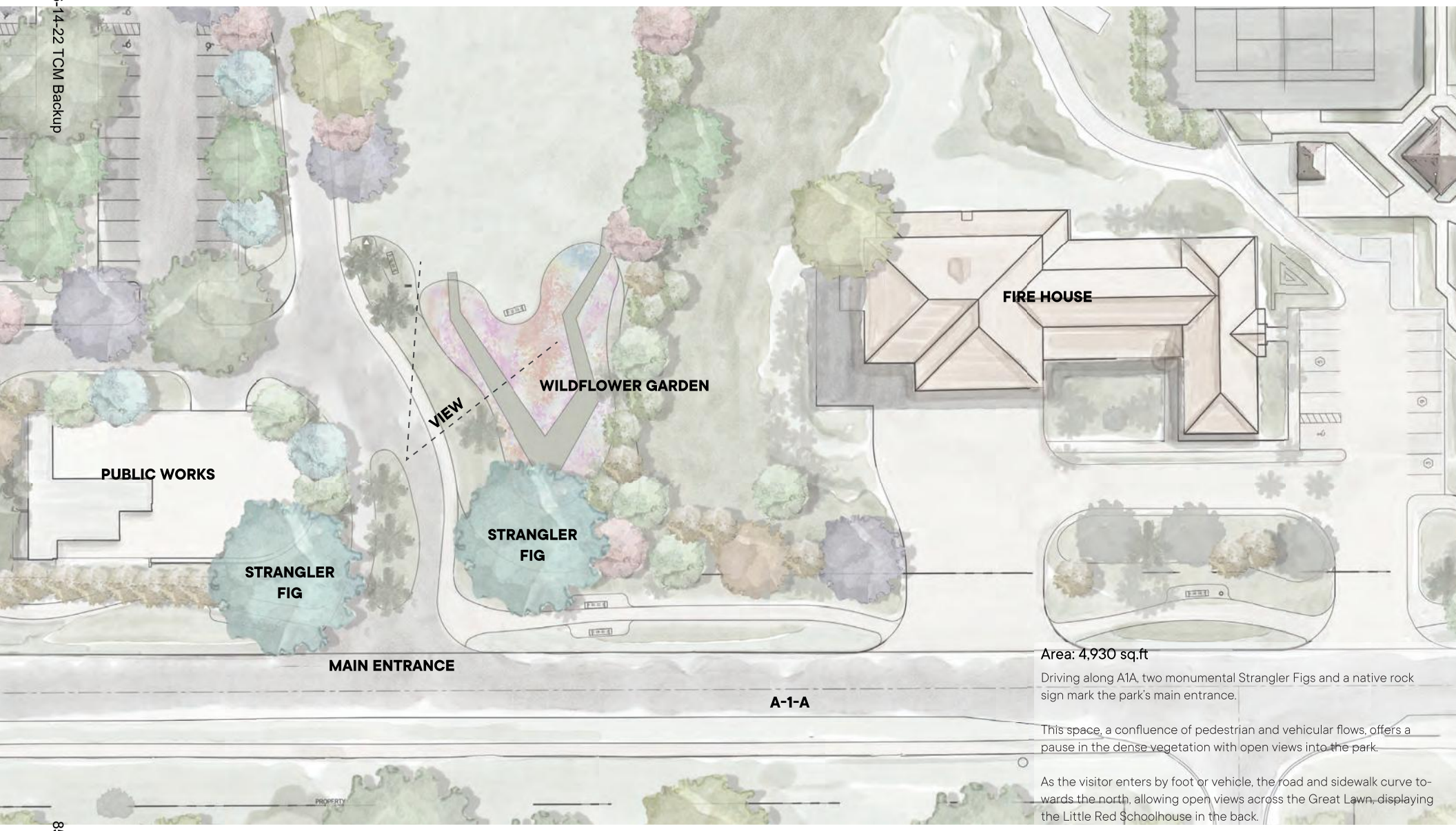


850

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MAIN ENTRANCE

06-14-22 TCM Backup



Area: 4,930 sq.ft

Driving along A1A, two monumental Strangler Figs and a native rock sign mark the park's main entrance.

This space, a confluence of pedestrian and vehicular flows, offers a pause in the dense vegetation with open views into the park.

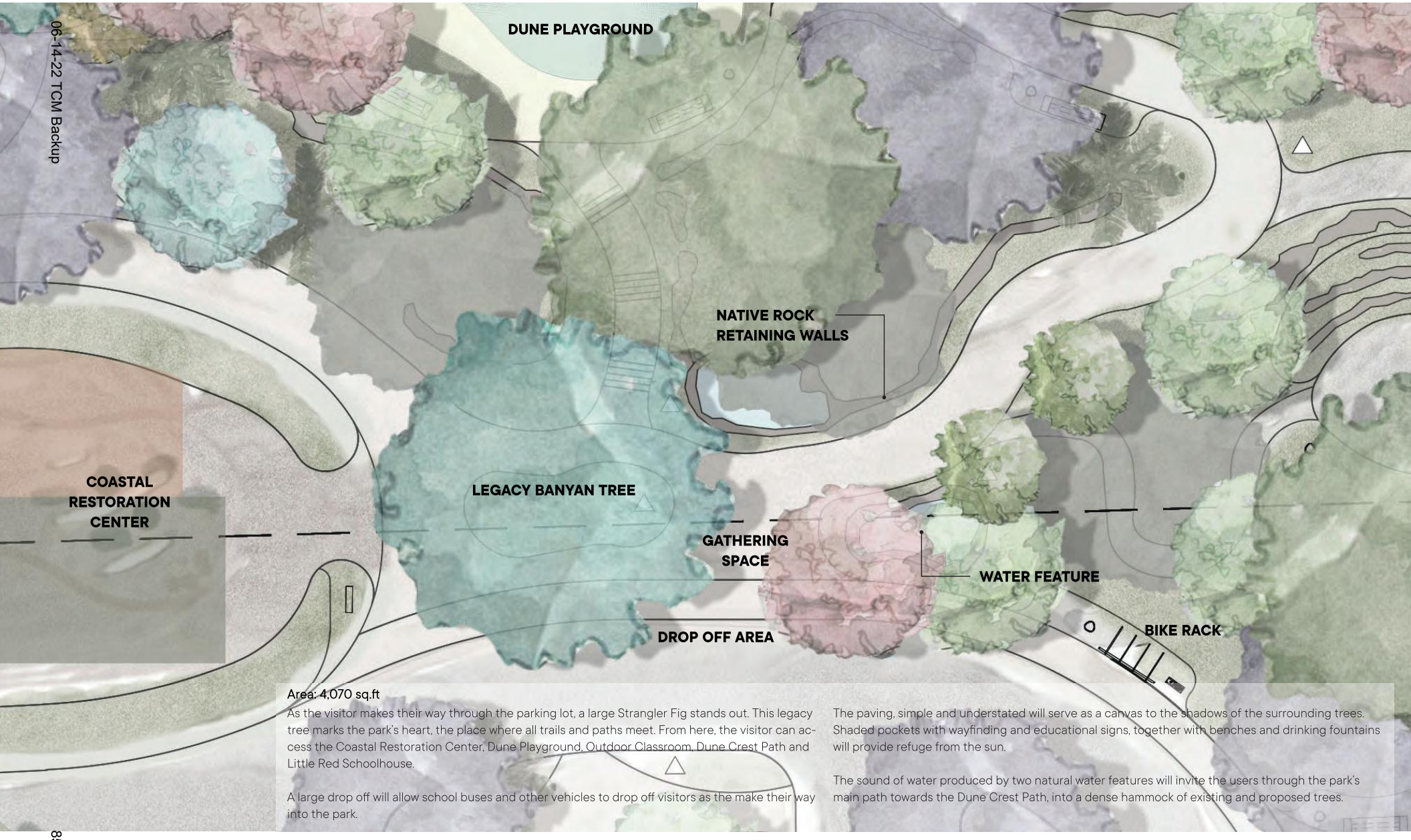
As the visitor enters by foot or vehicle, the road and sidewalk curve towards the north, allowing open views across the Great Lawn, displaying the Little Red Schoolhouse in the back.

852


Phipps Ocean Park
Coastal Conservancy

GOLD COAST GATEWAY

06-14-22 TCM Backup



Area: 4,070 sq.ft

As the visitor makes their way through the parking lot, a large Strangler Fig stands out. This legacy tree marks the park's heart, the place where all trails and paths meet. From here, the visitor can access the Coastal Restoration Center, Dune Playground, Outdoor Classroom, Dune Crest Path and Little Red Schoolhouse.

A large drop off will allow school buses and other vehicles to drop off visitors as the make their way into the park.

The paving, simple and understated will serve as a canvas to the shadows of the surrounding trees. Shaded pockets with wayfinding and educational signs, together with benches and drinking fountains will provide refuge from the sun.

The sound of water produced by two natural water features will invite the users through the park's main path towards the Dune Crest Path, into a dense hammock of existing and proposed trees.


OUTDOOR CLASSROOM
DUNE PLAYGROUND
GOLD COAST GATEWAY
COASTAL
RESTORATION
CENTER



06-14-22 TCM Backup

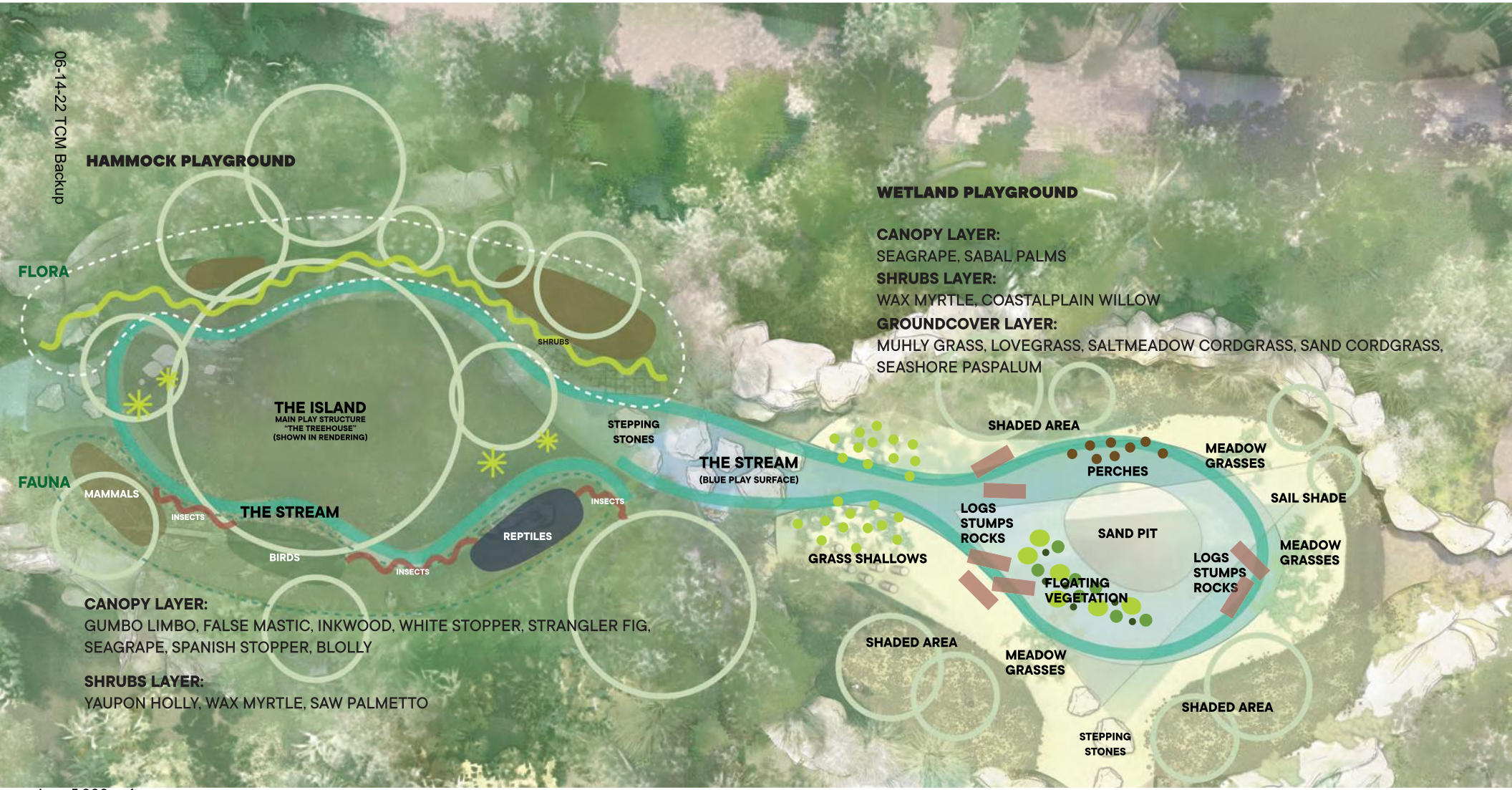
DUNE PLAYGROUND

GOLD COAST GATEWAY

LEGACY BANYAN TREE

857

DUNE PLAYGROUND



Area: 5,000 sq.ft

Stepping down from the Dune Crest Path, the Dune Playground offers recreation opportunities for children of all ages. Split into two larger platforms, the playground is divided into an area intended for children in their middle childhood (6–11) and an area for preschoolers. The activities vary according to the area. The older children's playground offers larger play structures embedded in the landscape, where the line between play and learn is blurred. The elevation differences provided by the park's topography is used as an opportunity for play; an interpretive experience that relates to the landscape. Using vegetation and topography as play features that also provide an educational experience.

The younger children's space, is protected from wind, shaded by trees and in proximity to the restrooms and the Little Red Schoolhouse. The program will offer a more sensory experience, where nature's colors, sounds and textures become the focus.
The area is divided into two playgrounds, the Hammock Playground and the Wetland Playground. The interface of Hammock and Wetland ecosystems is one of the most diverse habitats in Florida. Water as the source of life, will guide the user along a path of fun and education where themed play structures alternate with interpretative games.
The Hammock playground will tell the story about this habitat's flora and fauna. Guided by "The Stream" a path inspired in water; the user can experience the different layers of vegetation. Groundcovers, shrubs, and canopy all portrayed in its real form, but also as interpretative experiences provided by play equipment.

On the south side, children will be able to learn about the fauna, represented by mammals, birds, reptiles and insects. At the center of the playground, a large tree with a surrounding play structure will be the center of all activity.

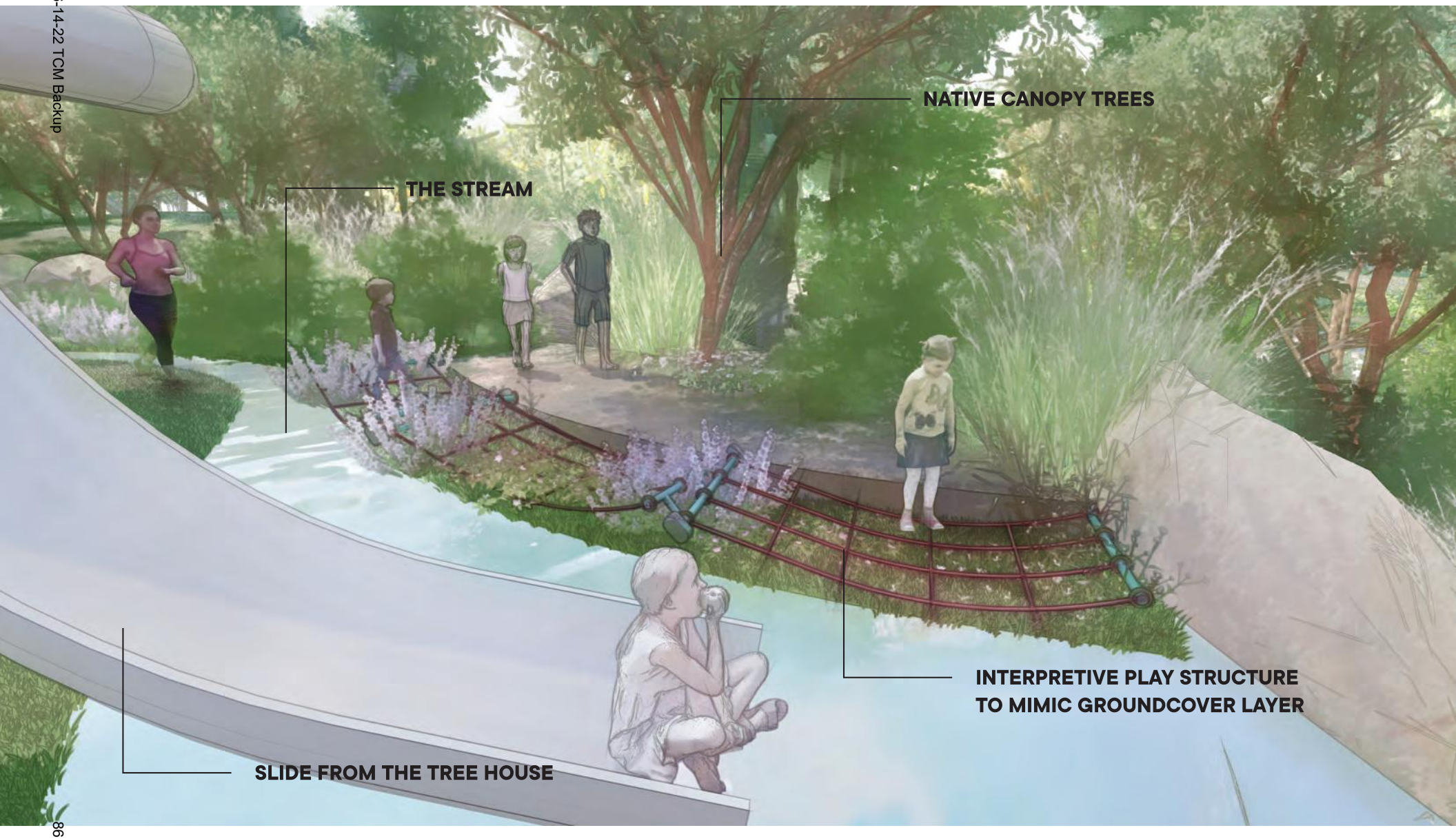
As the blue paving makes its way down to the Wetland Playground, children will make their way through large grass looking structures that provide a playful opportunity to learn about Florida's native grasses. The objective of the playground is to show the building blocks of our habitats. Sand, organic matter and water are the main ingredients of Florida's soil, the foundation for any landscape. Exposed to forms, colors and materials, children will be able to learn about water, wind and tides, and their relevance in the context of ecosystems.

06-14-22 TCM Backup



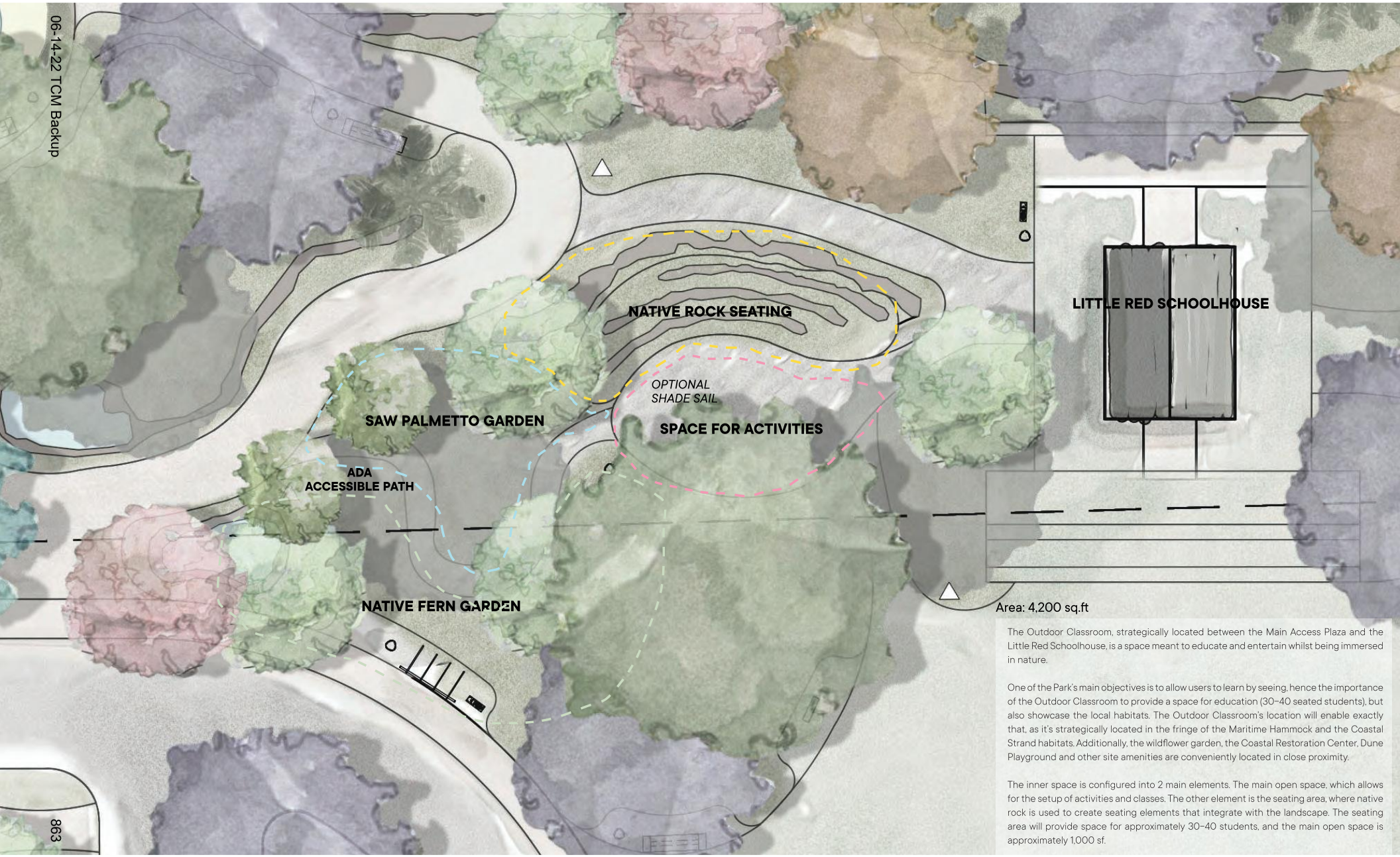
860

06-14-22 TCM Backup



861

OUTDOOR CLASSROOM



Area: 4,200 sq.ft

The Outdoor Classroom, strategically located between the Main Access Plaza and the Little Red Schoolhouse, is a space meant to educate and entertain whilst being immersed in nature.

One of the Park's main objectives is to allow users to learn by seeing, hence the importance of the Outdoor Classroom to provide a space for education (30-40 seated students), but also showcase the local habitats. The Outdoor Classroom's location will enable exactly that, as it's strategically located in the fringe of the Maritime Hammock and the Coastal Strand habitats. Additionally, the wildflower garden, the Coastal Restoration Center, Dune Playground and other site amenities are conveniently located in close proximity.

The inner space is configured into 2 main elements. The main open space, which allows for the setup of activities and classes. The other element is the seating area, where native rock is used to create seating elements that integrate with the landscape. The seating area will provide space for approximately 30-40 students, and the main open space is approximately 1,000 sf.



06-14-22 TCM Backup

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Phipps Ocean Park
June 1st, 2022



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06-14-22 TCM Backup

867



NATIVE ROCK - RETAINING & SEATING

PATH TO
LITTLE RED SCHOOLHOUSE

LEARNING ACTIVITIES

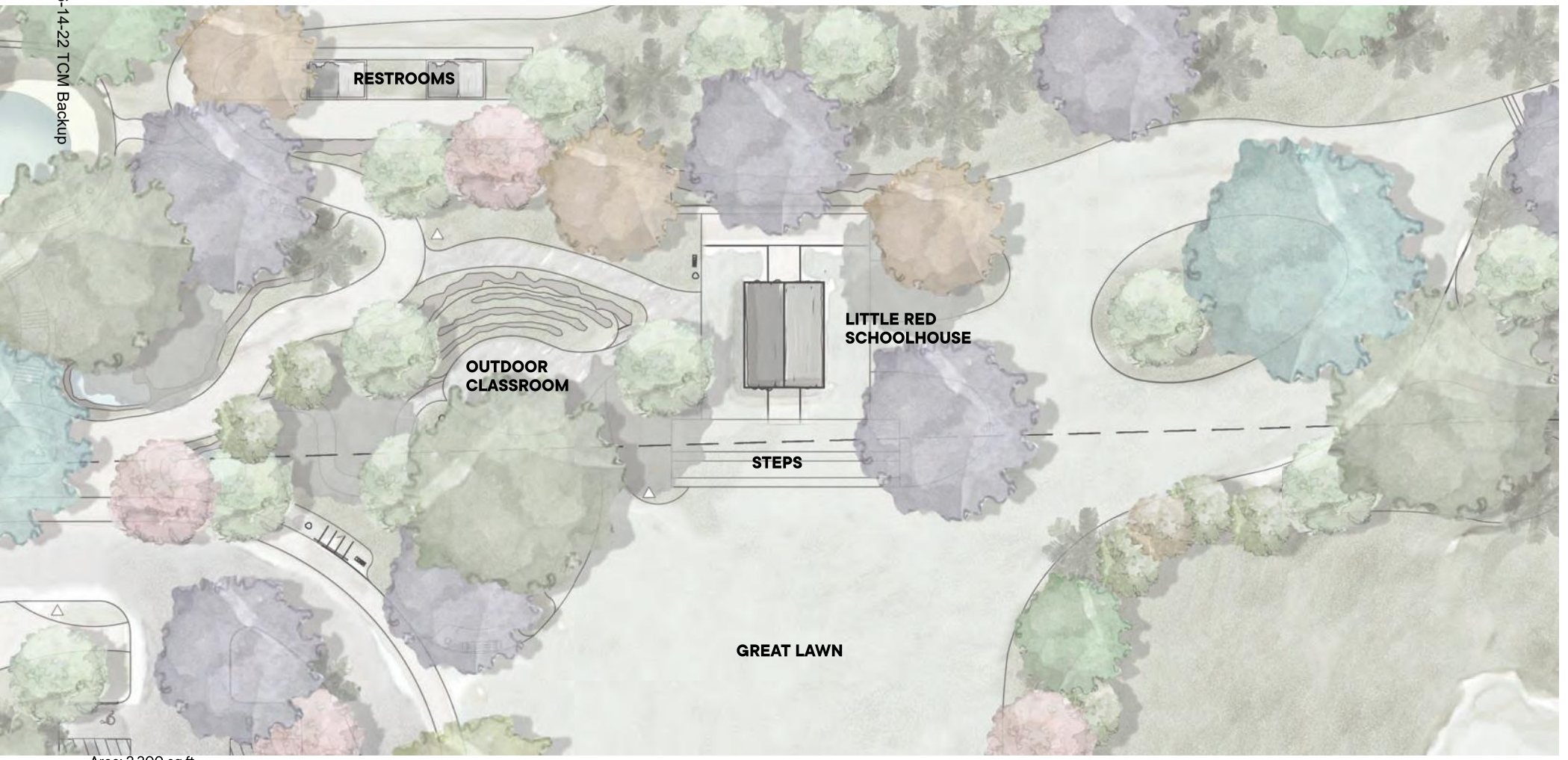
868

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Phipps Ocean Park
June 1st, 2022

LITTLE RED SCHOOLHOUSE

06-14-22 TCM Backup



Area: 2,300 sq.ft

Across the Great Lawn and a few feet up the dune, relocated from its current location, this space is meant to serve as the center of activity at Phipps Ocean Park. Being a schoolhouse will be only part of its educational mission, as now it will be the confluence point for all visitors.

Embedded in native vegetation and under the shade of large canopy trees, an outdoor space will host meetings, classes, and activities for small and medium groups. Larger groups can be accommodated on the terraced steps, overlooking the Great Lawn.

870

06-14-22 TCM Backup



GREAT LAWN

06-14-22 TCM Backup



Area: 19,450 sq.ft

873


Great Lawn

06-14-22 TCM Backup



875

WILDFLOWER GARDEN

06-14-22 TCM Backup



Area: 13,000 sqft

The Wildflower Garden is a transformative space with the mission of receiving the rainwater from nearby garden spaces. The space will become one of restoration, a steward for adaptation and resiliency.

Facing directly across the Lawn from the Little Red Schoolhouse, water will collect in a natural basin, and naturally infiltrate into the soil, providing necessary moisture for plants to survive without irrigation.

It will be planted with native species that thrive in moist conditions, bringing diversity of plants, insects and animals otherwise not present in the park.

Whether its reflecting Florida skies during rainy season, or the constant movement of native grasses during dry season, the ever-changing nature of the space will provide visual interest at all times.

A walkway will invite the visitor to explore different species along the way. Turns along the way will direct views to relevant vistas and moments. This path will be part of the education circuit that runs around the park. Demonstrating the importance that wildflowers and grasses have, and their function within a larger ecosystem.

SCULPTURE *


06-14-22 TCM Backup
878



06-14-22 TCM Backup

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Phipps Ocean Park
June 1st, 2022



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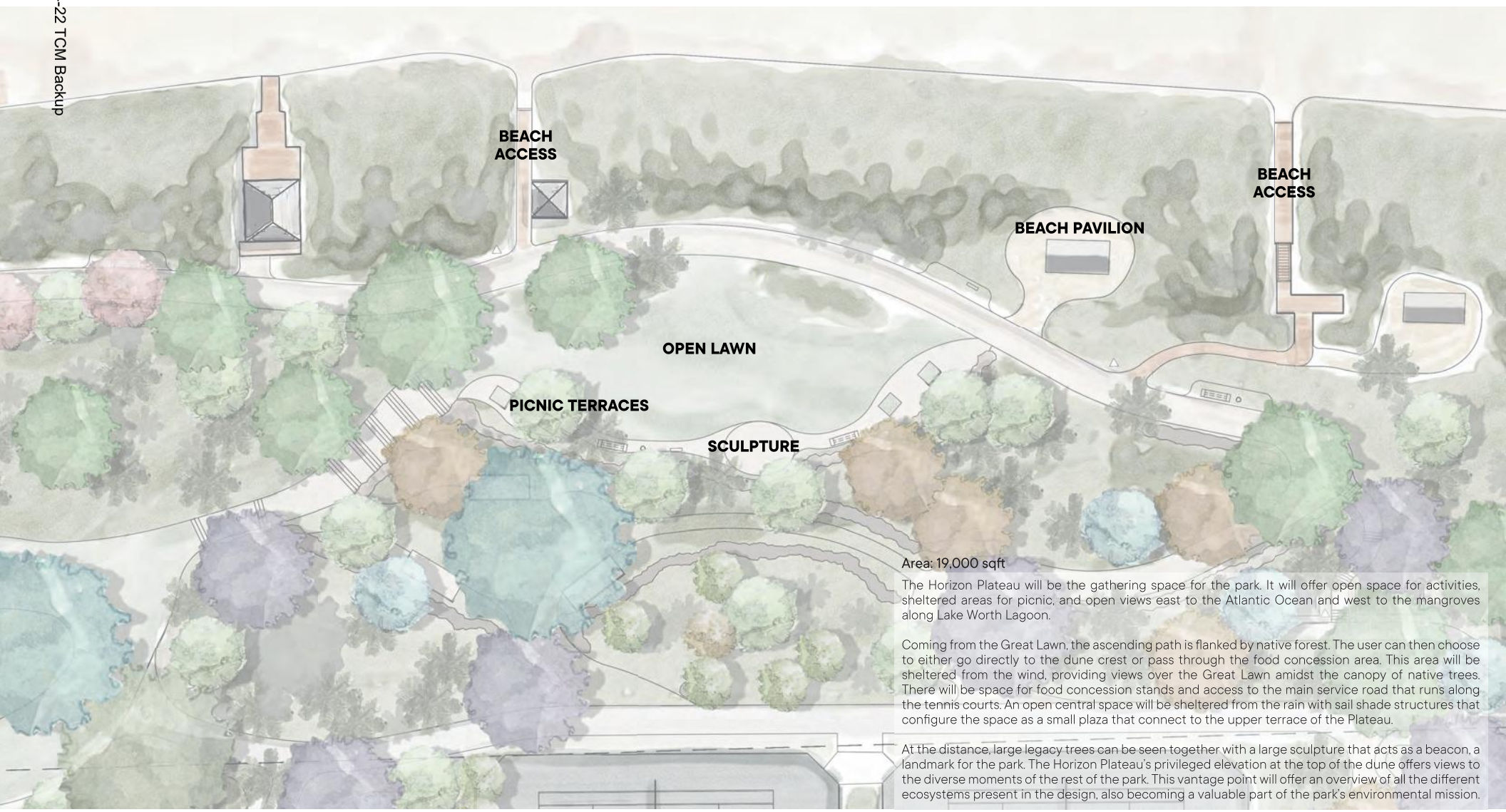
Phipps Ocean Park
June 1st, 2022

06-14-22 TCM Backup



881

HORIZON PLATEAU



Area: 19,000 sqft

The Horizon Plateau will be the gathering space for the park. It will offer open space for activities, sheltered areas for picnic, and open views east to the Atlantic Ocean and west to the mangroves along Lake Worth Lagoon.

Coming from the Great Lawn, the ascending path is flanked by native forest. The user can then choose to either go directly to the dune crest or pass through the food concession area. This area will be sheltered from the wind, providing views over the Great Lawn amidst the canopy of native trees. There will be space for food concession stands and access to the main service road that runs along the tennis courts. An open central space will be sheltered from the rain with sail shade structures that configure the space as a small plaza that connect to the upper terrace of the Plateau.

At the distance, large legacy trees can be seen together with a large sculpture that acts as a beacon, a landmark for the park. The Horizon Plateau's privileged elevation at the top of the dune offers views to the diverse moments of the rest of the park. This vantage point will offer an overview of all the different ecosystems present in the design, also becoming a valuable part of the park's environmental mission.

06-14-22 TCM Backup



884

06-14-22 TCM Backup



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06-14-22 TCM Backup

886

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Phipps Ocean Park
June 1st, 2022

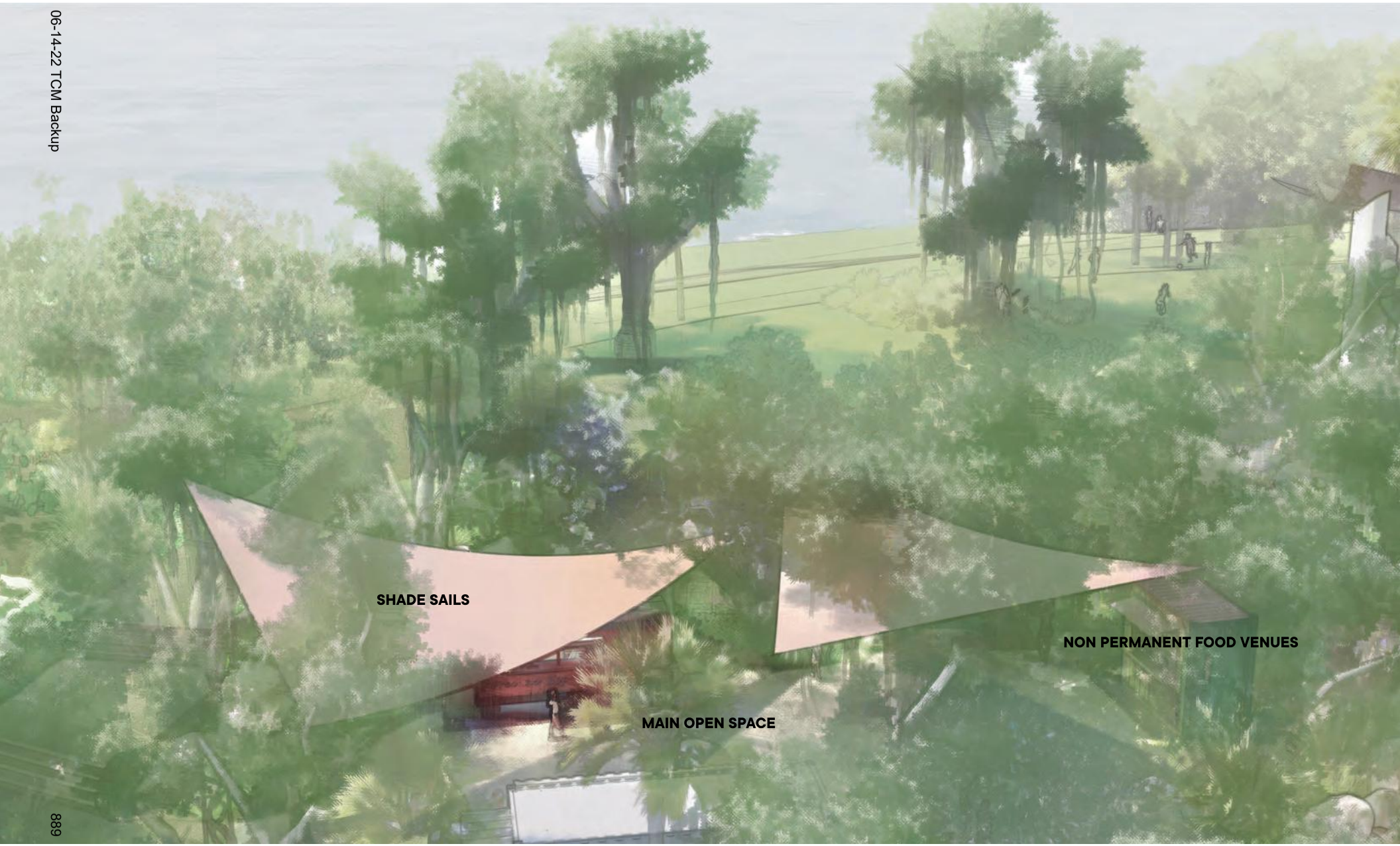
CONCESSIONS AREA



Area: 3,650 sq.ft

Midway from the Great Lawn and the Horizon Plateau, lies the Food Concessions area. In the midst of Maritime Hammock trees, an open shaded space designed to receive semi-permanent food venues. Patrons will be protected from sun and rain by the dense canopy cover and carefully designed sail shade structure.

The space will be ADA accessible and will also provide a vehicular access ramp for service.


SHADE SAILS
NON PERMANENT FOOD VENUES
MAIN OPEN SPACE

06-14-22 TCM Backup



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06-14-22 TCM Backup

891



06-14-22 TCM Backup

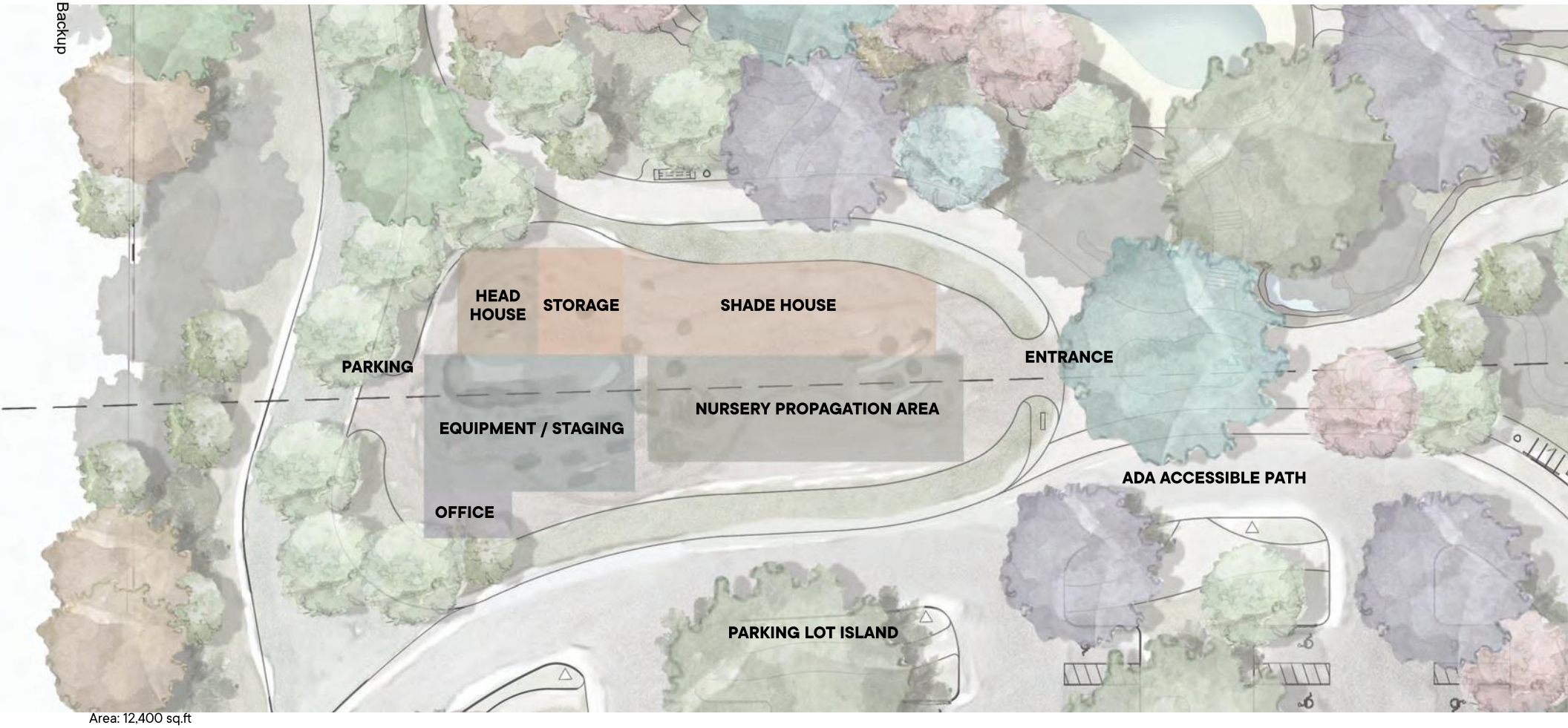
892

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Phipps Ocean Park
June 1st, 2022

COASTAL RESTORATION CENTER

06-14-22 TCM Backup



Area: 12,400 sq.ft

North of the Gold Coast Gateway, and west of the main pathway, the Coastal Restoration Center will host an initiative that will educate the visitor about native species, and in the future provide the park with native plants and trees for later phases of the project.

This area will be accessed by the public from its south entrance, where informational panels will begin to tell the story about the CRC's mission and objectives. The space will be divided into main areas for growing, a shade house, storage and an office for the staff. A service entrance will give access to staff from the north, align the Beach Nourishment path.

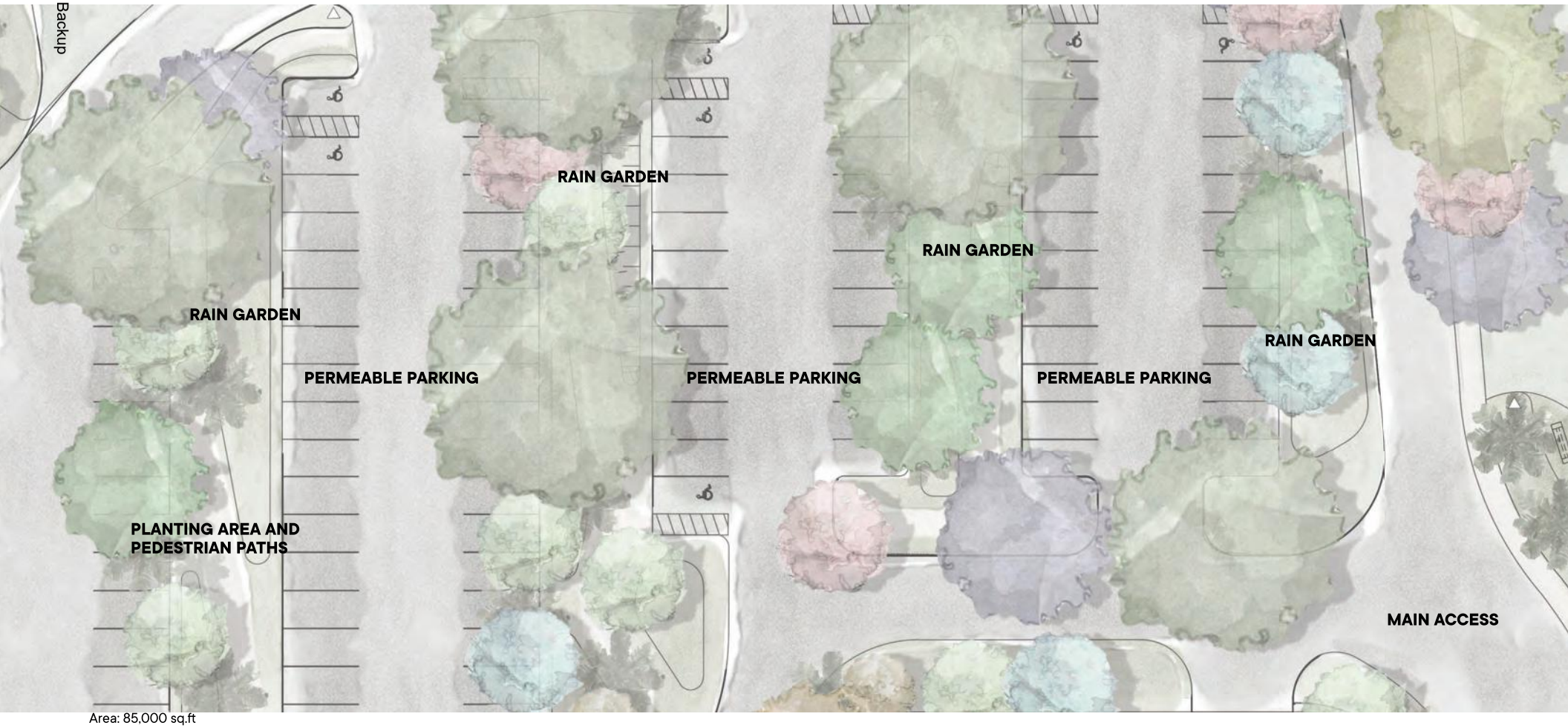
The CRC's main mission will consist of growing native species for the park, as well as educating the public and staff about Florida's ecology, the use of native species, and how it relates to sustainability and resiliency.

06-14-22 TCM Backup



895

PARKING LOTS



Area: 85,000 sq.ft

As one of the parks' most extensive areas, parking lots will be integrated into the overall design, and will serve more than one function. Perimeter planting will buffer the park from the immediate neighbors, where a dense native canopy will prevent undesired views to and from the park.

Decomposed granite parking spots will infiltrate water, and parking islands, that run west to east, will collect excess water runoff from the driving isles. The parking islands are designed to bring the landscape into the parking lot and invite users into the park.

A central meandering path, flanked with native Florida landscape will provide a taste of what the park has to offer. Native rain gardens will also provide an educational experience for visitors, who can learn about water collection, retention, and infiltration within the context of native Florida flora and fauna.

06-14-22 TCM Backup



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Phipps Ocean Park
June 1st, 2022

Jungles

CITIZENS' ASSOCIATION
OF PALM BEACH

Serving Our Residents Since 1976

June 7, 2021

To: The Town Council, Town of Palm Beach

At the June 7th meeting for the Board of Directors of the Citizens' Association of Palm Beach, it was unanimously approved as a resolution to heartily support the beautification and historical education project for Phipps Park. The Board viewed a presentation given by the President and CEO of the Preservation Foundation, Amanda Skier and thanked the Foundation for spearheading this exciting project for the South End of the Town.

Sincerely,

Citizens Association Board of Directors

Skip Aldridge - Co-chair

Donald Singer - Co-chair

Citizens Association
OF PALM BEACH

Co-Chairs
A P "Skip" Aldridge
Donald Singer

Vice Chairs
Stephen Jacobs
Richard Kleid
Bram Majtlis
Linda Sullivan

Secretary
Ronald Matzner

Treasurer
Gardiner Hempel

General Counsel
Stephen Jacobs

June 8, 2022

To: Mayor Moore and Town Council,

We continue to be enthusiastically in support of the Preservation Foundation's beautification project of Phipps Park as stated in our letter dated June 7, 2021, which is attached. We are aware that this topic will be coming up on the agenda for the Council Meeting scheduled for June 14th of this month.

Thank you for your continued support.

BOARD OF DIRECTORS

A P "Skip" Aldridge III
Guy Clark
Deborah Day
Gardiner Hempel
Stephen Jacobs
Fred Kamel
Richard Kleid
Karen List
Bram Majtlis
Roberta F. Mambrino
Ronald Matzner
Dan McDonnell
Erick Reickert
Pamela Saba
Rick Salvadore
Dena Seigel
Donald D. Singer
Linda Sullivan
Rita S. Taca
Steve Tannenbaur
Jane Waldman
Peter Wilson

Donald Singer
Co-Chair

Skip Aldridge
Co-Chair

CC: Amanda Skier, President and CEO Preservation Foundation of Palm Beach
Citizen's Association of Palm Beach Board of Directors

BankUnited Building - 2875 So. Ocean Blvd., Suite 200-15 - Palm Beach, FL 33480
561-655-5466 ● Email: jennifer@citizensassociationofpalmbeach.org

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda

Regular Agenda - New Business

Agenda Title

Consideration of Scheduling a Closed-door attorney client session pursuant to Section 286.011(8) to discuss the following matter: In Re South Atlantic Regional Center, LLC – Case Number 19-257-BKC-EPK Chapter 7 (Converted), pursuant to the request for advice by the Town Attorney. The session shall commence immediately following this Council meeting in the conference room behind Town Council Chambers, second floor, 360 South County Road with the following persons in attendance; Danielle H. Moore, Mayor, Council Members: Margaret A. Zeidman, President; Bobbie Lindsay, President Pro Tem; Julie Araskog, Ted Cooney, Lew Crampton; Kirk Blouin, Town Manager, Town Attorneys John C. Randolph and Robert W. Wilkins; and Court Reporter From Pleasanton & Marsaa Court Reporting.

Presenter

John C. Randolph, Town Attorney

ATTACHMENTS:

No Attachments Available

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda

Regular Agenda - New Business

Agenda Title

Consideration of Foreclosure of Code Enforcement Board liens on 226 and 287 Pendleton Avenue.

Presenter

John C. Randolph, Town Attorney

ATTACHMENTS:

- **May 19, 2022 Code Enforcement Board Meeting Agenda**
- **CEB Order Dated May 19, 2022 re: Case No. 07-2277, 226 Pendleton Avenue**
- **CEB Order Dated May 19, 2022 re: Case No. CE 16-1116, 126 Pendleton Avenue**
- **CEB Order Dated May 19, 2022 re: Case No. 10-2706, 287 Pendleton Avenue**

TOWN OF PALM BEACH

TENTATIVE AGENDA:
SUBJECT TO REVISION

CODE ENFORCEMENT BOARD
360 S. COUNTY ROAD, TOWN COUNCIL CHAMBERS
MAY 19 2022
02:00 P.M.

The progress of this meeting maybe monitored by visiting the Town's web site. (www.townofpalmbeach.com), selecting the "Your Government" tab and clicking on "Audio (Live and Archived)." If you have questions regarding that feature, please contact the Office of Information Systems (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting."

I. Call to Order:

II. Roll Call:

Bram Majtlis, Chairman
Scotch Peloso, Vice Chairman
Daniel McDonnell
Linda K. Wartow
Martin Klein
Chris Larmoyeux
Pamela Saba
John McGowan, Alternate Member
Victoria Piroso, Alternate Member

III. Approval of the Minutes of April 21, 2022:

IV. Administration of the Oath to Town Staff:

V. Code Statistics:

VI. Public Hearings:

A. Case # CE 22-617, 340 Royal Poinciana Way # M322B, Zadig & Voltaire:
Violation of Chapter 114, Section 114-32 of the Town of Palm Beach Code of Ordinances requires a business tax receipt for any person who carries on, engages in or conducts an occupation, business or profession enumerated in Chapter 114-43 of the code.

B. Case # CE 22-611, 337 Worth Ave., Style Paris:
Violation of Chapter 114, Section 114-32 of the Town of Palm Beach Code of Ordinances requires a business tax receipt for any person who carries on, engages in or conducts an occupation, business or profession enumerated in Chapter 114-43 of the code.

C. Case # CE 22-570, 204 Worth Ave. Valentino:
Violation of Chapter 114, Section 114-32 of the Town of Palm Beach Code of Ordinances requires a business tax receipt for any person who carries on, engages in or conducts an occupation, business or profession enumerated in Chapter 114-43 of the code.

D. Case # CE 21-1550, 205 Worth Ave Suite 115 & 121, Valentino USA LLC:
Violation of Chapter 114, Section 114-32 of the Town of Palm Beach Code of Ordinances requires a business tax receipt for any person who carries on, engages in or conducts an occupation, business or profession enumerated in Chapter 114-43 of the code.

E. Case # CE 22-686, 2800 S. Ocean Blvd., Four Seasons:
Violation of Chapter 42, Section 42-196 of the Town of Palm Beach Code of Ordinances states it shall be unlawful for any person to make, continue, or cause to be made or continued: (1) Any loud or raucous noise; (2) Any noise that tends to annoy the community or injure the health of the citizens in general; or (3) Any noise that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of any considerable number of persons. A considerable number of persons, for this section, shall mean three or more unrelated persons in separate households.

F. Case # CE 22-516, 100 Everglade Ave., Leslie Daniels:
Violation of Chapter 134, Section 134-1472 of the Town of Palm Beach Code of Ordinances states the permitted uses and structures in the Beach Area district are as follows: (1) Swimming pools and associated appurtenances associated with a permitted use within 1,500 feet. (2) Beach chairs and umbrellas. (3) Seawalls, dune cross overs and stairs.

G. Case # CE 21-1462, 1290 N Ocean Blvd., Matthew & Astrid Womble:
Violation of Chapter 18, Section 18-233 of the Town of Palm Beach Code of Ordinances adopts the Florida Building Code, which requires building permits to construct, enlarge, alter, repair, move, convert or replace any electrical, mechanical or plumbing system.

H. Case # CE 21-765, 1280 N. Lake Way, AK Family Trust, Giselle Asphlundh Tr., Jeffrey D Asphlundh Tr., Rowland M. Smith Tr.:
Violation of Chapter 18, Section 18-233 of the Town of Palm Beach Code of Ordinances adopts the Florida Building Code, which requires building permits to construct, enlarge, alter, repair, move, convert or replace any electrical, mechanical or plumbing system.

I. Case # CE 22-632, 2299 Ibis Isle Rd., Green Pro Services Inc.:
Violation of Chapter 42, Section 42-230 of the Town of Palm Beach Code of Ordinances states lawn maintenance in the town shall be limited to the hours outlined for construction work at section 42-199 and all gas or electric powered lawn maintenance equipment, including leaf blowers shall be subject to the same restrictions as heavy equipment as described in said section.

J. Case # CE 22-750, 132 El Brillo Way, Greenz Pro Services Inc.:
Violation of Chapter 42, Section 42-197(12b) of the Town of Palm Beach Code of Ordinances states the use of gasoline powered leaf blowers is prohibited on any property within the town, which is less than one acre in size.

K. Case # CE 22-518, 170 N. Ocean Blvd., Ocean Towers Condominium Association:
Violation of Chapter 134, Section 134-1472 of the Town of Palm Beach Code of Ordinances states the permitted uses and structures in the Beach Area district are as follows: (1) Swimming pools and associated appurtenances associated with a permitted use within 1,500 feet. (2) Beach chairs and umbrellas. (3) Seawalls, dune cross overs and stairs.

L. Case # CE 22-321, 220 Osceola Way, Eileen Fell:
Violation of Chapter 18, Section 18-233 of the Town of Palm Beach Code of Ordinances adopts the Florida Building Code, which requires building permits to construct, enlarge, alter, repair, move, convert or replace any electrical, mechanical or plumbing system.

M. Case # CE 21-1424, 225 Worth Ave. Unit A, 225 Worth Ave. Holdings LLC:
Violation of Chapter 18, Section 18-233 of the Town of Palm Beach Code of Ordinances adopts the Florida Building Code, which requires building permits to construct, enlarge, alter, repair, move, convert or replace any electrical, mechanical or plumbing system.

N. Case # CE 22-18, 200 Bahama Lane, 200 Bahama LLC:
Violation of Chapter 18, Section 18-206 of the Town of Palm Beach Code of Ordinances Requires any site in which reconstruction does not commence within 30 days after demolition to be irrigated and sodded so as to assure the property will have a neat and clean landscaped appearance.

VII. Fine Consideration:

A. Case # CE 22-407, 2800 S, Ocean Blvd., Four Seasons:
Violation of Chapter 18, Section 18-233 of the Town of Palm Beach Code of Ordinances adopts the Florida Building Code, which requires building permits to construct, enlarge, alter, repair, move, convert or replace any electrical, mechanical or plumbing system.

B. Case # CE 22-203, 991 N Lake Way, 991 N. Lake Way Trust & Paul Krasker Trust:
Violation of Chapter 88, Section 88-16(L) of the Town of Palm Beach Code of Ordinances prohibits vegetation infested with pests such as whitefly.

C. Case # CE 22-183, 250 Worth Ave., Frank Aubert Jewelry:
Violation of Chapter 114, Section 114-32 of the Town of Palm Beach Code of Ordinances requires a business tax receipt for any person who carries on, engages in or conducts an occupation, business or profession enumerated in Chapter 114-43 of the Code. Chapter 18, Section 18-233 of the Town of Palm Beach Code of Ordinances adopts the Florida Building Code which requires building permits to construct, enlarge, alter, repair, move, convert, or replace any electrical, mechanical or plumbing system

VIII. Fine Reduction:

A. Case # CE 19-853, 123 Chilean Ave., Nancy Shubert:
Violation of Chapter 42, Section 42-86 of the Town of Palm Beach Code of Ordinances does not allow vegetation infested with pests such as whitefly.

IX. Old Business:

A. Case #CE 21-66, 123 Chilean Ave, Nancy Shubert:
Violation of Chapter 88, Section 88-18 of the Town of Palm Beach Code of Ordinances requires the exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare. Chapter 88, Section 88-16 of the Town of Palm Beach Code of Ordinances requires exterior property and premises shall be maintained in a clean, safe and sanitary condition.

B. Case # CE 10-2706, 287 Pendleton Ave., Susan Lee:
Violation of Chapter 18, Section 18-241 of the Town of Palm Beach Code of Ordinances and Florida Building Code Section 105, permits required to construct, enlarge, alter, repair or change the occupancy of a building or structure or to erect, install, repair or replace any electrical, plumbing or gas system. Chapter 42, Section 42-87 of the Town of Palm Beach Code of Ordinances states all exterior surfacing material to be kept painted and in good repair. Chapter 106, section 106-159 of the Town of Palm Beach Code of Ordinances states a clearance of 8 feet, measured vertically from the edges and extending the full width of all sidewalks to be maintained for the safe passage of pedestrians.

C. Case # CE 07-2277, 226 Pendleton Ave., Susan Gibson:
Violation of Chapter 42, Section 42-86 and 42-87 of the Town of Palm Beach Code of Ordinances, conditions that cause disagreeable emissions are not permitted and windows and doors must be maintained in good condition.

D. Case # CE 16-1116, 226 Pendleton Ave., Susan Gibson:
Violation of Chapter 42, Section 42-86 of the Town of Palm Beach Code of Ordinances, all appurtenances and exterior surfaces to be maintained in a good and safe repair and painted.

X. Board Comments:

XI. Adjournment:

TOWN OF PALM BEACH
POLICE DEPARTMENT

DEDICATED TO EXCELLENCE

May 19, 2022

BEFORE THE CODE ENFORCEMENT BOARD OF THE TOWN OF PALM BEACH

FORECLOSURE ACTION RECOMMENDATION ORDER

CERTIFIED MAIL: 9314 8699 0430 0095 4731 34

Susan Gibson
226 Pendleton Ave.
Palm Beach, FL 33480

Re: Case # CE 07-2277, 226 Pendleton Ave., Susan Gibson:
Violation of Chapter 42, Section 42-86 and 42-87 of the Town of Palm Beach Code of Ordinances states conditions that cause disagreeable emissions are not permitted and windows and doors must be maintained in good condition.

The Code Enforcement Board heard testimony at the Code Enforcement Board Hearing held the 19th day of May 2022 and based on the evidence, the Code Enforcement Board enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW and ORDER.

FINDINGS OF FACT

1. The Town of Palm Beach Code Enforcement Officer Moriarty briefly reviewed the case.

2. The property owner was not present but was represented by Attorney J. Miller who gave testimony in the case and entered evidence into the record.

CONCLUSIONS OF LAW

Violation of Chapter 42, Section 42-86 of the Town of Palm Beach Code of Ordinances continues to exist.

ORDER

It is the order of this Board regarding Case # CE 07-2277 to recommend to Town Council to proceed with foreclosure.

DONE AND ORDERED this 19th day of May 2022.

Bram Majtlis
Chairman, Code Enforcement Board

cc: Case File
Property File

TOWN OF PALM BEACH
POLICE DEPARTMENT

DEDICATED TO EXCELLENCE

May 19, 2022

BEFORE THE CODE ENFORCEMENT BOARD OF THE TOWN OF PALM BEACH

FORECLOSURE ACTION RECOMMENDATION ORDER

CERTIFIED MAIL: 9314 8699 0430 0095 4731 41

Susan Gibson
226 Pendleton Ave.
Palm Beach, FL 33480

Re: Case # CE 16-1116, 226 Pendleton Ave., Susan Gibson:
Violation of Chapter 42, Section 42-86 of the Town of Palm Beach Code of Ordinances requires all appurtenances and exterior surfaces to be maintained in good and safe repair and painted.

The Code Enforcement Board heard testimony at the Code Enforcement Board Hearing held the 19th day of May 2022 and based on the evidence, the Code Enforcement Board enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW and ORDER.

FINDINGS OF FACT

1. The Town of Palm Beach Code Enforcement Officer Moriarty briefly reviewed the case.

2. The property owner was not present but was represented by Attorney J. Miller who gave testimony in the case and presented evidence into the record.

CONCLUSIONS OF LAW

Violation of Chapter 42, Section 42-86 of the Town of Palm Beach Code of Ordinances continues to exist.

ORDER

It is the order of this Board regarding Case # CE 16-1116 to recommend to Town Council to proceed with foreclosure.

DONE AND ORDERED this 19th day of May 2022.

Bram Majtlis
Chairman, Code Enforcement Board

cc: Case File
Property File

TOWN OF PALM BEACH
POLICE DEPARTMENT

DEDICATED TO EXCELLENCE

May 19, 2022

BEFORE THE CODE ENFORCEMENT BOARD OF THE TOWN OF PALM BEACH

FORECLOSURE ACTION RECOMMENDATION ORDER

CERTIFIED MAIL: 9314 8699 0430 0095 4731 03

Susan Lee
C/o Jacqueline Miller
Nelson Mullins Broad and Cassel
1 N Clematis St., STE 500
West Palm Beach, FL 33480

CERTIFIED MAIL: 9314 8699 0430 0095 4731 10

Susan Lee
287 Pendleton Ave.
Palm Beach, FL 33480

Re: Case # CE 10-2706, 287 Pendleton Ave., Susan Gibson:
Violation of Chapter 18, Section 18-241 of the Town of Palm Beach Code of Ordinances and Florida Building Code, Section 105, permits required to construct, enlarge, alter, repair or change the occupancy of a building or structure or to erect, install, repair or replace any electrical, plumbing or gas system, Chapter 42, Section 42-87, all exterior surfacing material to be kept painted and in good repair and Chapter 106, Section 106-159, a clearance of 8 feet measured vertically from the edges and extending the full width of all sidewalks to be maintained for the safe passage of pedestrians.

The Code Enforcement Board heard testimony at the Code Enforcement Board Hearing held the 19th day of May 2022 and based on the evidence, the Code Enforcement Board enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW and ORDER.

FINDINGS OF FACT

1. The Town of Palm Beach Code Enforcement Officer Moriarty briefly reviewed the case.

2. The property owner was not present but was represented by Attorney J. Miller who gave testimony in the case and presented evidence into the record.

CONCLUSIONS OF LAW

Violation of Chapter 18, Section 18-241, Section 1058, Chapter 42, Section 42-87 of the Town of Palm Beach Code of Ordinances continues to exist.

ORDER

It is the order of this Board regarding Case # CE 10-2706 to recommend to Town Council to proceed with foreclosure.

DONE AND ORDERED this 19th day of May 2022.

Bram Majtlis
Chairman, Code Enforcement Board

cc: Case File
Property File

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Regular Agenda - New Business

Agenda Title
Essential Town Services Work Hours

Presenter
H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- **Memorandum dated May 18, 2022, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Essential Town Services Work Hours

DATE: May 18, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council review the summary provided below regarding essential Town services and work hours associated with them. This item is provided for clarification and informational purposes only.

GENERAL INFORMATION

Recent adoption of revised Town ordinances regarding work hours for construction and landscape work has resulted in inquiries about some work activities (e.g., tree trimming and maintenance) performed by Public Works staff and its vendors. Specific exceptions are noted in Section 42 of the Town Ordinances to include "the operation of equipment relating to essential services of the Town…shall be exempt". Typical essential services are noted below, along with rationale for why an "early" starting time is the commonly accepted practice.

- Tree Trimming: The Town performs periodic palm tree trimming in the right-of-way and for trees on Town-owned property. In order to accomplish the work more efficiently and to avoid damage to vehicles and minimize parking disruption, this tree trimming activity begin staging at 7:30am and begins trimming at 8:00am.

- Street Sweeping: The Town performs street sweeping Town-wide on a weekly basis and this work is best accomplished during hours when vehicle traffic and parked vehicles are minimal. In order to accomplish the work more efficiently and to avoid damage to vehicles and minimize parking disruption, this street sweeping activity begins at 6:00am.

- Cleaning and Maintenance: The Town performs various maintenance functions in the Town right-of-way and Town-owned property. A high-visibility example of this work is the Worth Avenue maintenance that is performed prior to the opening of shops and before the visitors and employees have arrived. In order to accomplish the work more efficiently and to avoid damage to vehicles and minimize parking disruption, this type of maintenance activity begins at 7:30am.

- Sanitation, Recycling & Yard Waste Collection: The Town collects garbage, recycling and yard waste materials throughout Town on a regular basis. In order to accomplish the work more efficiently and to avoid damage to vehicles and minimize parking disruption, these collection activities begin at 8:00am.

This is not an all-inclusive list of all essential Town services and is intended merely to clarify that routine Public Works activities will be accomplished in the most efficient, effective, and least disruptive manner possible. Public Works staff will continue to coordinate with Code Enforcement and Police Department personnel to address any required work activities beyond the normal routine.

FUNDING/FISCAL IMPACT

There are no funding impacts associated with this item. Restriction of Town services to reduce efficiency or required performance could have adverse impacts if the status quo was not maintained for this work.

TOWN ATTORNEY REVIEW

This item has been reviewed by the Town Attorney.

cc: John C. Randolph, Town Attorney
Nicholas Caristo, Chief of Police
Benjamin Alma, Support Services Manager

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda

Regular Agenda - New Business

Agenda Title

Consider Shore Protection Board Recommendation To Create Videos For Public Communication

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- **Memorandum dated May 24, 2022, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Consider Shore Protection Board Recommendation to Create Videos for Public Communication

DATE: May 24, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the Shore Protection Board recommendation to create videos for public communication and direct staff as deemed necessary.

GENERAL INFORMATION

During the April 28th Shore Protection Board (SPB) Workshop, the Board recommended that the Town create a series of educational videos to improve communication to the public. This item was determined to be their focused goal of the 2022 calendar year. Four (4) initial topics that the Board recommended to be addressed include Historic Review of the Town's Beach Nourishment Efforts, Coastal Hard Structure Technology, Reach 8, and Temporary and Perpetual Easements.

Coastal Protection Engineering (CPE) has provided the Town with coastal engineering support services for Reach 8 (Environmental Impact Statement and permitting) and development of the Groin Rehabilitation Execution Plan. Town staff obtained a proposal from Coastal Protection Engineering (CPE) to assist staff with the creation of these videos. As requested by the SPB, the Town did first contact the Palm Beach Civic Association to assist in the production of these presentation-style videos. While the Civic Association expressed a willingness to help get the word out with interviews of staff and consultants, the production of video recording of Board presentations does not fit with their methods of communicating to their members and viewers. The CPE proposal, in the amount of $34,820, not only includes the video support services, but also includes anticipated video production costs.

FUNDING/FISCAL IMPACT

Neither the FY 2022 Coastal Management Program budget nor the current 10-year plan include funds specifically appropriated for public communication. However, sufficient funds existing in the Coastal Management Program can fund the CPE proposal of $34,820, if approved by Town Council.

cc: Shore Protection Board
Patricia Strayer, P.E., Town Engineer
Robert Weber, Coastal Program Manager

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Regular Agenda - New Business

Agenda Title
Review of Sea Turtle Nesting

Presenter
H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- **Memorandum dated June 6, 2022, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Review of Sea Turtle Nesting

DATE: June 6, 2022

STAFF RECOMMENDATION

Town staff requests that the Town Council provide any direction deemed necessary.

GENERAL INFORMATION

The Town has been fortunate to again see a large amount of sand placed on the beach this calendar year to maintain storm protection. The recently completed Inlet Maintenance Dredging Project included nearly 300,000 cubic yards of beach sand placed in Reaches 1 and 2 at no cost to the Town. Had the Town trucked in this volume of sand, it would have a cost exceeding $12 million. The only obligation that the Town has in order to receive this sand is to provide heavy equipment access to the beach. While the nighttime sea turtle nesting monitoring was performed using the Town's contractor, as they hold the state permit on our beaches to do so, these efforts were funded by the U.S. Army Corps of Engineers (CORPS). The purpose of the additional monitoring, which started on February 10 as required under the Biological Opinion for the project, identified any new nests within the project area and relocated them from the fill placement area. The scheduled completion of the work on the beach was April 30.

Due to an excessive amount of rough weather during the project, the CORPS received regulatory approvals from both the Florida Department of Environmental Protection (FDEP) and the U.S. Fish & Wildlife Service to continue the work through the month of May 2022 in order to maximize dredging efforts in the inlet and the beneficial use of the dredged sand on our beaches. During dredging operations, seven nests were relocated to a section of the beach approved by Florida Fish and Wildlife Conservation Commission (FWCC). Any new nests where fill placement was completed were left in place and temporarily marked for avoidance. During the project, 64 nests were marked. This increase is due to the higher density of nesting as we approached the height of sea turtle nesting season. Once all demobilization efforts were completed, the markings were removed from the beach. Monitors have confirmed that no sea turtles were injured or killed during this project.

As an added effort with the Inlet Maintenance Dredging Project, the Town was able to mechanically move approximately 15,000 cubic yards of sand from the Reef Road area to the beaches between Merrain Road and Colonial Lane. This Sand Forepassing project was the first time that the Town was able to place sand through much of this area as a result of FDEP's Beach Management Agreement (BMA). Although appropriate sloping of the sand was performed to promote sea turtle nesting, rough weather, including that from Tropical Depression One a few days ago, caused some escarpments to form. These escarpments are expected to slough off naturally as the early summer beach-building weather conditions become more prominent and move the sandbar into shore. Should the escarpments be persistent, FWCC has the ability to direct the Town to use heavy equipment and knock them down.

The Town's Coastal Management Program has one of the most robust data collection efforts in the state with respect to sea turtle nesting. One of the eco-system benefits of the BMA was to collect data. The data collected in the various zones of the Town are helpful for both FDEP and FWCC to learn more about sea turtle nesting behavior in differing shoreline managed conditions. In order to accomplish this regulatory-required data collection effort, the use of ATV's on the beach is essential. ATV practices are standardized and utilized throughout Florida beaches for sea turtle nesting surveys. FWCC provides training and instruction each year to the marine turtle permit holder on proper ATV use for sea turtle surveys. Because many of the areas are deemed "non-marking zones", the monitor uses ATV tracks to cross-over and mark false crawls and encircle nests. This procedure has been in place since 2014. The monitors are well-trained and the ATV's are specially configured with sea turtle friendly lights and tire pressure at or below 5 psi. No harming of sea turtles occurs as a result of these monitoring efforts.

Aside from our sea turtle monitors, Ocean Rescue, and the Police Department, the only other vehicles that have regularly been authorized on the beach during nesting season year after year are the beach cleaners. Beach cleaners hold an FDEP permit to use a tractor to remove and bury seaweed along the wet beach. The Town has a beach cleaner that performs this work on Mid-Town and Phipps beaches. Based on the volume of seaweed to be maintained, this work is performed generally on Mondays and Fridays. Private properties hire permitted beach cleaners to perform this work as well including all the condominiums in Reaches 7 and 8 in the southern limits of the Town. In these areas, the Town's sea turtle nesting monitor works with these beach cleaners to best ensure that any nests within 10 feet of the seaweed line are marked and that the beach cleaners remain only on the wet beach. Monitors have confirmed that no sea turtles have been injured or killed as a result of these ongoing permitted activities.

The Town of Palm Beach continues to have strong partnerships with the state and federal agencies when it comes to our Coastal Management Program, as of all our activities, including both sea turtle nesting monitoring and beach cleaning, are consistent with the views of the regulatory and advisory agencies, and are consistent with FDEP's Strategic Beach Management Plan.

cc: Shore Protection Board
Patricia Strayer, P.E., Town Engineer
Robert Weber, Coastal Program Manager

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Regular Agenda - New Business

Agenda Title
Discussion Regarding Possible Bradley Park and Lake Trail Closure Hours

Presenter
Nicholas Caristo, Chief of Police

ATTACHMENTS:

- **Memorandum dated June 6, 2022 from Nicholas Caristo, Chief of Police**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Nicholas Caristo, Chief of Police

Re: Discussion – Possible Bradley Park and Lake Trail Closure Hours

Date: June 6, 2022

GENERAL INFORMATION

Recently there have been several concerns from the community regarding overnight usage of Bradley Park. These concerns led the Police Department to monitor the situation and area more closely over the last several months as well as search for possible crime prevention improvements. Many of the Town's burglaries and thefts over the years have been associated with criminals traveling the Lake Trail late at night in an attempt to obfuscate their activities from police and public scrutiny with Bradley Park serving as a convenient hub and access point. With close proximity to West Palm Beach via the Flagler Bridge and convenient, free parking nearby there are few current restrictions in place to prevent this specific form of criminal behavior.

STAFF RECOMMENDATION

Staff recommends the Town Council discuss their possible interest in creating ordinances that would provide overnight closure hours for Bradley Park and the Lake Trail. Having codified closure hours would provide the Police Department with a significant tool for detaining and investigating suspicious persons. As an initial suggestion, we would propose closure hours of 10 P.M to 5 A.M.

TOWN ATTORNEY REVIEW

The Town Attorney has researched this issue and believes that codifying closure hours of Bradley Park and the Lake Trail would be legal and defensible as long as access was maintained for adjacent property owners.

NC/wmr

cc: John C. Randolph, Town Attorney

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda

Regular Agenda - New Business

Agenda Title

Review of a Stop Work Order Due to the Three Strike Rule at 315 Cocoanut Row

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- **Memorandum Dated May 27, 2022 from Wayne Bergman, Director of Planning, Zoning and Building**
- **Backup to 315 Cocoanut Row Stop Work Order**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 14, 2022

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Wayne Bergman, Director of Planning, Zoning & Building

Re: 315 Cocoanut Row – Third Strike & Stop Work Order

Date: May 27, 2022

FYI - This Memo is provided as Information Only to the Town Council

As you know, the Town has a "Three Strike Rule" for construction parking and construction site management. The regulations and process are found in the Town's "Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way and Easements Within the Town of Palm Beach" (commonly called the Right-of Way-Manual), dated May 1994, as revised through January 12, 2022. Chapter XII, Miscellaneous Provisions, contains the details of the Three Strike rules. The regulations spell out the process in which contractors can secure parking permits, the fees for various violations, and the process that must occur once a contractor receives Three Strikes – three different sets of tickets for construction violations. The applicable pages of the Right of Way Manual are attached.

315 Cocoanut Row recently reached the level of Three Strikes for construction violations. The contractor is GM Construction, Inc. The first violation was written for right of way work without permits and inadequate maintenance of traffic on December 14, 2021, by Public Works. The second violation was written for working and noise outside of construction hours on March 24, 2022, by Code Enforcement. The standard Warning Notice was sent to the contractor. The third violation was written for work in the right of way without a permit on May 14, 2022 by Police; and, on the same day, another violation for exterior construction work and noise on a Saturday by Code Enforcement. Copies of all violations are attached. The Pending Stop Work Order Notice (attached) was sent to the contractor May 16, 2022.

The regulations allow the violator to appeal the ticket(s). In this case, since the last violation was issued by Police and Code Enforcement, the appeal was filed to the Chief of Police, Nicholas Caristo. The appeal was filed in accordance with the time allowed under the code (filed within ten (10) days). The regulations required Chief Caristo to hear / review the appeal (if filed) and render a ruling. Chief Caristo found in favor of the Town, and therefore upheld the third and fourth violation (viewed as the Third Strike). This decision occurred on May 26, 2022. The Planning, Zoning & Building Department issued a STOP WORK ORDER for the entire construction project on May 27, 2022.

The contractor owes the Town $1,000.00 in fines and fees, at this time.

The Town Council's process for this matter is contained within the Public Works "Right of Way Manual", as follows:

"When the Town Council receives a written request to lift a stop work order the Town Council shall have the power to admonish the contractor; take such action as deemed necessary to effect the stop work order on a permanent basis by nullifying the existing building permit; cause the contractor and/or property owner to enter into a binding agreement to memorialize the understandings between the Town and the contractor and/or property owner relative to all conditions placed upon the lifting of the stop work order, if applicable; establish penalties for future right-of-way violations the amount for which shall be in the sole discretion of the Town Council; collect the "3 strike" fine, plus payment of any outstanding right-of-way fines and accumulated interest, as referenced herein below and to prohibit the issuance of any additional right-of way permits for the duration of the work in question.

The fine for a third (3rd) and each subsequent strike shall be $500 plus payment of any outstanding right of-way fines and accumulated interest unless the Town Council chooses to invoke the use of a binding agreement memorializing a penalty structure to be paid to the Town for all future right-of-way violations in excess of three (3) to be paid in accordance with the terms and conditions of the binding agreement between the Town and the contractor and/or property owner. All fines and penalties shall be paid in full prior to issuance of a Certificate of Occupancy for the construction associated with the activity that generated the fines, penalties, and interest."

Any motion to resolve this matter should include "waiving the third strike" and "granting the ability for the contractor to apply for future right of way permits".

Attachments: Copies of the four violations
Copy of the Pending Stop Work Order Notice
Copy of Chief Caristo's decision regarding the appeal

WRB

Cc: Paul Brazil, Director of Public Works
Police Chief Nicholas Caristo
Debby Moody

Dump truck parked in road.

PW- 5697

PUBLIC WORKS DEPARTMENT
(561) 838-5440

R.O.W. VIOLATION NOTICE

NAME: Florida Pool Concepts DATE: 12.14.21

JOB ADDRESS: 315 Coconut Row

☒	Working in right-of-way without permit	$ 150 X 1 =	150
☐	Failure to have permit on job	$ 150 X _____ =	_____
☒	Construction parking without permit* 1st = $150 2nd = $250 and **thereafter** = $500	$ 150 X 1 =	150
☒	Inadequate Maintenance of Traffic	$ 150 X 1 =	150
☐	Right-of-way littered by site dirt or debris	$ 150 X _____ =	_____
☐	Failure to maintain safe sidewalk	$ 150 X _____ =	_____
☐	Failure to carry-out permit terms/conditions	$ 150 X _____ =	_____
☐	Storage of materials in right-of-way	$ 150 X _____ =	_____
☐	Use of right-of-way as work area	$ 150 X _____ =	_____
☐	Damage to infrastructure in right-of-way	$ 150 X _____ =	_____
☐	Dewatering without a permit	$ 150 X _____ =	_____
☐	Illegal discharges to Town sewers**	$ 500 X _____ =	_____
☐	Other_____	$_____ X _____ =	_____
☐	2nd and added days of violation, double fine	$_____ X _____ =	_____

K & K Bobcat Service loading dump trucks from R.O.W.

TOTAL FINE: 450

Total fine to be paid within 10 working days to: Town of Palm Beach, **Finance Dept.**, PO Box 2029, Palm Beach, FL 33480, may also be paid in person at 360 S. County Road, Palm Beach, FL 33480. Please attach a copy of this violation with payment, check must reference violation number. No further permits will be issued until fine is paid. Should you wish to contest this violation call the Public Works Office at 561-838-5440.

* Parking violations are per vehicle per day. Parking placard must be displayed in vehicle.
** Fine plus clean-up cost.
*** Includes but not limited to:
Dumpster in Right of Way - $100 per incident.
Right of Way restoration - $30 per day until restored.

ISSUER _____

white/violator yellow/PW pink/issuer

TOWN OF PALM BEACH

10242

POLICE DEPARTMENT

Code Enforcement Unit

Notice of Violation

Michael Spring
Respondent's Name

GM Construction INC.
Name of Company/Resident/Business

Respondent's Address

561-742-3200
Property/Business Address

YOU ARE NOTIFIED that on Thursday (day), March 24, 2022 (date) at 0854 hrs (time),

a violation of Working / Making noise outside the allowable construction hours. (description of violation)

which violate the following Town of Palm Beach Code of Ordinances: 42-199 (chapter and section)

occurred at: 315 Cocoanut Row Palm Beach FL 34480 (violation address)

YOUR OPTIONS ARE INDICATED BELOW:

☑ **1) YOU MAY ADMIT** to the violation by making payment by mail or in person between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, at the Town's Finance Department at 360 South County Road., Palm Beach, Florida 33480. **NO LATER THAN 5:00 P.M. ON THE MONDAY BEFORE THE SCHEDULED HEARING NOTED BELOW.** The fine amount is $ 250.00

OR

YOU MAY ELECT TO APPEAR IN PERSON before the Code Enforcement Board on Thursday, May 19, 2022 at 2 P.M. in the Town Council Chambers, Town Hall, located at 360 South County Road., Palm Beach, Florida 33480. For further information call 561/227-7080

☐ **2) THIS CASE WILL BE HEARD BEFORE THE CODE ENFORCEMENT BOARD** on Thursday, _____ at 2 P.M. in the Town Council Chambers, Town Hall, located at 360 South County Road., Palm Beach, Florida 33480. For further information call 561/227-7080

CE 22-5003

I ACKNOWLEDGE RECEIPT OF THIS CODE ENFORCEMENT NOTICE OF VIOLATION

MLS
Signature of Respondent

This will be your only notice of the hearing. Failure to pay the fine or appear at the hearing will result in this matter being held in absentia. The maximum fine imposed may be $250 for a first offense, $500 for repeat offenses, or a maximum of $5,000 if irreparable in nature, in addition to the administrative costs.

J. Felix / 9080	3-24-22	0910 hrs	2022-083048
Code Enforcement/Police Officer - I.D.	Date	Time	Case/CAD #

I WISH TO ADMIT TO THE CHARGES, WAIVE MY RIGHT TO A HEARING AND PAY FINE.

Signature of Respondent

WHITE - PD Case File BLUE - PD Log GREEN - Finance CANARY - Respondent

CE 22-898 PD- 00604

POLICE DEPARTMENT
(561) 838-5454

R.O.W. VIOLATION NOTICE

NAME: GM Construction Inc DATE: May 14, 2022

JOB ADDRESS: 315 Cocoanut Row Palm Beach FL 33480

X	Working in right-of-way without permit	$ 150 X	1	= 150.00
❑	Failure to have permit on job	$ 150 X	_____	= _____
❑	Construction parking without permit* 1st = $150 2nd = $250 and thereafter = $500	$ 150 X	_____	= _____
❑	Inadequate Maintenance of Traffic	$ 150 X	_____	= _____
❑	Right-of-way littered by site dirt or debris	$ 150 X	_____	= _____
❑	Failure to maintain safe sidewalk	$ 150 X	_____	= _____
❑	Failure to carry-out permit terms/conditions	$ 150 X	_____	= _____
❑	Storage of materials in right-of-wy	$ 150 X	_____	= _____
❑	Use of right-of-way as work area	$ 150 X	_____	= _____
❑	Damage to infrastructure in right-of-way	$ 150 X	_____	= _____
❑	Dewatering without a permit	$ 150 X	_____	= _____
❑	Illegal discharges to Town sewers**	$ 500 X	_____	= _____
❑	Other_____	$_____ X	_____	= _____
❑	2nd and added days of violation, double fine	$_____ X	_____	= _____

Plate: FL NRQ269

TOTAL FINE: 150.00

Total fine to be paid within 10 working days to: Town of Palm Beach, **Finance Dept.**, P.O. Box 2029, Palm Beach, FL 33480, may also be paid in person at 360 S. County Road, Palm Beach, FL 33480. Please attach a copy of this violation with payment, check must reference violation number. No further permits will be issued until fine is paid. Should you wish to contest this violation call the Police Department at 561-838-5454.

*Parking violations are per vehicle per day. Parking placard must be displayed in vehicle.
**Fine plus clean-up cost.
***Includes but not limited to:
Dumpster in Right of Way $100 per incident.
Right of Way restoration - $30 per day until restored.

ISSUER J Olivares /0272

white/violator yellow/PW pink/issuer

TOWN OF PALM BEACH

10228

POLICE DEPARTMENT

Code Enforcement Unit

Notice of Violation

Josh Reen
Respondent's Name

GM Construction Inc
Name of Company/Resident/Business

Respondent's Address

561-742-3200
Property/Business Address

YOU ARE NOTIFIED that on Saturday (day), May 14, 2022 (date) at 0936 hours (time).

a violation of Construction hours / Performing exterior work / Making noise (description of violation)

which violate the following Town of Palm Beach Code of Ordinances: 42-199 (chapter and section)

occurred at: 315 Cocoanut Row Palm Beach FL 33480 (violation address)

YOUR OPTIONS ARE INDICATED BELOW:

☒ **1) YOU MAY ADMIT** to the violation by making payment by mail or in person between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, at the Town's Finance Department at 360 South County Road., Palm Beach, Florida 33480. **NO LATER THAN 5:00 P.M. ON THE MONDAY BEFORE THE SCHEDULED HEARING NOTED BELOW.** The fine amount is $ 250.00

OR

YOU MAY ELECT TO APPEAR IN PERSON before the Code Enforcement Board on Thursday, Jun 16, 2022 at 2 P.M. in the Town Council Chambers, Town Hall, located at 360 South County Road., Palm Beach, Florida 33480. For further information call 561/227-7080

☐ **2) THIS CASE WILL BE HEARD BEFORE THE CODE ENFORCEMENT BOARD** on Thursday, _____ at 2 P.M. in the Town Council Chambers, Town Hall, located at 360 South County Road., Palm Beach, Florida 33480. For further information call 561/227-7080

CE 22-853

I ACKNOWLEDGE RECEIPT OF THIS CODE ENFORCEMENT NOTICE OF VIOLATION

X _____
Signature of Respondent

This will be your only notice of the hearing. Failure to pay the fine or appear at the hearing will result in this matter being held in absentia. The maximum fine imposed may be $250 for a first offense, $500 for repeat offenses, or a maximum of $5,000 if irreparable in nature, in addition to the administrative costs.

J Olivares / 0272	May 14, 2022	0945 hours	2022-154-035
Code Enforcement/Police Officer - I.D.	Date	Time	Case/CAD #

I WISH TO ADMIT TO THE CHARGES, WAIVE MY RIGHT TO A HEARING AND PAY FINE.

_____
Signature of Respondent

WHITE - PD Case File BLUE - PD Log GREEN - Finance CANARY - Respondent

TOWN OF PALM BEACH

Planning, Zoning & Building Department

May 16, 2022 Via email: garymaresca@gmconstruction.net; missylubs@gmail.com

G M Construction, Inc.
% Gary Maresca
1375 Gateway Blvd
Boynton Beach, FL 33426

Re: 3-Strike Rule Citations – 315 Cocoanut Row, B-21-89848 **STOP WORK ORDER PENDING**

As you know, the Town of Palm Beach Standards Applicable To Public Rights-Of-Way And Easements Within The Town Of Palm Beach regulates the number of construction-related vehicles that can be parked on Town streets in conjunction with building project sites within the Town. Attached to all construction permits issued to a job is information regarding these regulations.

This letter is to serve as notice that on **four** separate occasions you have received parking citations:
Strike 4 May 14, 2022 – NOV-10228 Construction hours/performing exterior work/making noise
Strike 3 May 14, 2022 – PD-00604 Working in right-of-way without permit
Strike 2 March 24, 2022 – NOV-10242 Working outside allowable construction hours
Strike 1 December 14, 2021 – PW-5697 Construction Parking

Therefore, under the Town's rules (referred to as the "3-strike" rule), the Director of Public Works has notified the Planning, Zoning & Building Department of these violations, and requested that a **"Stop Work"** order be issued as allowed by Section 18-204 of Town Code.

Per Town Resolution No 001-2022, because you have received these strikes, a fine in the amount of $1000.00 is being imposed and is also payable immediate to the Town of Palm Beach. An invoice is attached. This fine is in addition to all right-of-way fines referenced above.

An appeal to the Police Chief needs to be submitted in writing no later than May 24, 2022 (within 10 days). If an appeal is denied or is not filed in a timely fashion, a "Stop Work" order will be issued by the Building Official effective the end of the working day May 24, 2022. After that date, no work may be performed at the site under any permits issued by the Town of Palm Beach.

All requests to lift a **"Stop Work"** order would need to be decided by the Town Council. The next Town Council meeting date is Tuesday, June 14, 2022. In order for this item to be considered at that meeting, you would need to submit a written request to me no later than **Wednesday, June 8, 2022 prior to 5:00 PM**.

Truly yours,

Wayne Bergman

Wayne Bergman
Director, Building Official

cc: Melissa Lynn Schorr, 315 Cocoanut Row, Palm Beach, FL 33480
K. Blouin, Town Manager
H. Paul Brazil, Public Works Director
Nicholas Caristo, Police Chief Benjamin Alma, Parking and Code Enforcement Manager

TOWN OF PALM BEACH
POLICE DEPARTMENT

DEDICATED TO EXCELLENCE

May 26, 2022

Via email: lublinermd@gmail.com
garymaresca@gmconstruction.net

Jerry Lubliner, M.D.
215 East 73rd Street
New York, New York 10021

G M Construction, Inc.
Attn: Gary Maresca
1375 Gateway Blvd
Boynton Beach, FL 33426

Re: Code Violations
315 Cocoanut Row

Dear Mr. Lubliner,

I am in receipt of your appeal request on the behalf of GM Construction.

Town Ordinance allows ten days after each violation to contest the violation.

Public Works (PW) Citation #5697 for construction parking was issued on December 14, 2021. This citation was not contested and was paid in full on April 07, 2022.

The second strike was a Notice of Violation #10242 for working outside allowable construction hours and was issued on March 24, 2022. This was not contested and was paid in full on May 24, 2022.

The third strike was Right-Of-Way Notice #PD #00604. This was issued on May 14, 2022, for construction hours outside the allowable hours permitted. This was not contested and was paid in full on May 24, 2022.

Additionally, on the same day, May 14, 2022, Notice of Violation #10228 was issued for Construction hours; Performing exterior work; Making noise. This was not contested and was paid in full on May 24, 2022.

After thorough review of the Town Ordinance and the Town's Right-of Way Manual, along with the violations and the subsequent actions of the construction staff, the request for dismissal of the violations are denied.

With the recent changes in Town ordinances and the Town's commitment to strongly enforce construction site violations, I have an obligation to ensure consistencies in the enforcement and appeal process. You may contact the Planning, Zoning, and Building Department for any next steps in appearing before Town Council or restarting work.

Sincerely,

Nicholas Caristo
Chief of Police

cc: Paul Brazil Public Works Director
Wayne Bergman, Planning Zoning Building Director

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda

Regular Agenda - New Business

Agenda Title

Review of a Stop Work Order Due to the Three Strike Rule at 171 Via Bellaria

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

No Attachments Available

TOWN OF PALM BEACH
Town Council Meeting on: June 14, 2022

Section of Agenda
Regular Agenda - New Business

Agenda Title
Protection of Construction Sites During Storm Events

Presenter
Julie Araskog, Town Council Member

ATTACHMENTS:

- **Emergency Measures During Storm Events**

- **CHAPTER 18. – BUILDINGS & BUILDING REGULATION**
- **ARTICLE XVII. - EMERGENCY MEASURES DURING STORM EVENTS**
- **Sec. 18-1014. - Removal and securing of construction materials during tropical storm and hurricane warning or watch required.**

(a) When the National Weather Service, National Hurricane Center or appropriate weather agency shall declare a tropical storm watch or warning or a hurricane watch or warning for any portion of Palm Beach County, Florida, all construction materials, including roof tiles, and debris on all building and construction sites within the town shall be secured, stored or removed so as not to create a safety hazard because of hurricane or tropical storm force winds.

(b) Media broadcasts or notices issued by the National Weather Service or National Hurricane Center of a tropical storm watch or warning or a hurricane watch or waning shall be deemed sufficient notice to the owner of real property upon which construction is occurring or any contractor responsible for said construction to secure store or remove loose construction debris and loose construction materials against the effects of high winds.

(c) Materials stockpiled on top of any structure under construction shall be permanently installed by the property owner or contractor upon issuance of a tropical storm watch or warning or a hurricane watch or warning; provided, however, in the event such installation cannot be timely completed, then the property owner or contractor shall:

(1) Band together the construction materials and mechanically fasten them to the top of the structure in such a manner so as not to present a threat of their becoming airborne during a tropical storm or hurricane; or

(2) Remove the construction materials from the top of the structure and mechanically tie down to the ground; or

(3) Remove the construction materials from the job site; or

(4) Store the construction materials inside a protected structure.

(d) Construction materials or debris shall remain secured, stored or removed from the property until the National Weather Service, National Hurricane Center or other appropriate weather agency has removed all portions of Palm Beach County from those areas included in a tropical storm watch or warning or a hurricane watch or warning.

(e) From June 1 to November 30 of each calendar year (the National Weather Service designated hurricane season), construction or roofing materials shall be

loaded on a roof no earlier than ten working days prior to the permanent installation of the materials.

(f) It shall be the joint responsibility of the owner and general contractor to remove, secure or to see to the removal or securing of all construction materials and debris as set forth in this section.

(g) In the event of a violation of this section, in addition to all other remedies provided in the Code of Ordinances and otherwise by law, the town may take whatever emergency action it deems necessary to secure, store or remove all loose construction materials and debris including, but not limited to, roof tiles and roofing materials. In such circumstances, the town shall bill the property owner or his agent for all charges and expenses incurred whether incurred by the utilization of town personnel and materials or other outside contractors retained by the town for these purposes. The securing of an outside contractor to perform these services shall be deemed to be the securing of emergency services and shall not require the town to utilize a competitive bid process to select a contactor or contractors. Should the bill for such services remain unpaid for a period of 30 days or more, the town may record a claim of lien encumbering the property and thereafter proceed according to law to enforce said lien.

(Ord. No. 11-2015, § 1(Att.), 4-15-15)

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Ordinances - Second Reading

Agenda Title
Proposed Ordinance to Amend Chapter 42 Article V, Section 42-228 to Modify the Decibel level in Area 4 of the Town

ORDINANCE NO. 008-2022 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 42, Environmental at Article V, Noise at Section 42-228, Nonvehicular Noise Amending the Maximum Level, dba Measurement In Geographic Area 4 to be Consistent with the Measurements in Geographic Areas 1 and 3, I.E., 61 Decibels During the Day and 55 Decibels at Night; Providing for Repeal of Ordinances or Parts of Ordinances in Conflict Herewith, Providing for Severability; Providing for Codification; Providing an Effective Date.

Presenter
Nicholas Caristo, Chief of Police

ATTACHMENTS:

- **Ordinance No. 008-2022**

ORDINANCE NO. 008-2022

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 42, ENVIRONMENTAL AT ARTICLE V, NOISE AT SECTION 42-228, NONVEHICULAR NOISE AMENDING THE MAXIMUM LEVEL, DBA MEASUREMENT IN GEOGRAPHIC AREA 4 TO BE CONSISTENT WITH THE MEASUREMENTS IN GEOGRAPHIC AREAS 1 AND 3, i.e., 61 DECIBELS DURING THE DAY AND 55 DECIBELS AT NIGHT; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE

WHEREAS, Sec. 42-228, of Chapter 42, Article V, relating to noise appears to be inconsistent in regard to the manner in which decibel levels are applied in various geographic areas of the Town, which are residential areas in the Town; and

WHEREAS, geographic areas 1 and 3, have maximum dBA readings of 61 in the day and 55 at night and geographic area 4, which is also a residential area has a maximum decibel reading of 66 during the day and 60 during the night; and

WHEREAS, it is the desire of the Town to make the maximum level dBA's consistent in these residential areas of the Town; and

NOW, THEREFORE, be it ordained by the Town Council of the Town of Palm Beach, Palm Beach, Florida as follows:

Section 1. Sec. 42-228, of Chapter 42, at Article V, Noise is hereby amended to read as follows:

Section. 42-228. Nonvehicular Noise.

In the use of a sound level meter, the following criteria shall be used for determining a violation of the town's ordinances relating to the maximum permissible emissions of noise levels emanating from other than motor vehicles, with the exception of lawn maintenance equipment.

	Maximum Level, dBA	
Area *(Geographic)*	*Day*	*Night*
1	61	55
2	64	58
3	61	55
4	61	55

"Night" as used hereinabove is defined as the hours between 7:00 p.m. and 9:00 a.m. (Code 1982 § 12-147 (c))

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not effect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof, which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 10th day of May, 2022, and for second and final reading on this 14th day of June, 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 14, 2022

Section of Agenda
Ordinances - First Reading

Agenda Title
Proposed Ordinance to Amend Chapter 46 Article III, Sections 46-67 and 46-68 to Modify the Fire Prevention Permit and Fire Prevention Fees

ORDINANCE NO. 011-2022 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 46, Fire Prevention and Protection, at Article III, Fire Prevention Code, Sections 46-67, Permits, and 46-68, Annual Fire and Life Safety Inspections; Providing for Severability; Providing for the Repeal of Ordinances in Conflict; Providing for Codification; and Providing an Effective Date.

Presenter
Darrel Donatto, Fire Rescue Chief

ATTACHMENTS:

- **Memorandum dated May 25, 2022, From Darrel Donatto, Fire Rescue Chief**
- **Ordinance No. 011-2022**

TOWN OF PALM BEACH
Information for Town Council Meeting on: June 14, 2022

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Darrel Donatto, Fire Rescue Chief

Re: Proposed Ordinance to Amend Chapter 46 of the Town Code, Relative to Fire Prevention Fees and Invoicing.
Ordinance No. 011-2022

Date: 05/25/2022

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Ordinance 011-2022, amending Chapter 46 of the Town Code, relative to Fire Prevention Fees and Invoicing.

GENERAL INFORMATION

Fire Prevention permits and annual life safety inspection have a fee schedule within the Code. This proposed ordinance will remove the fee schedule from within the code and set it by resolution of the Town Council. In addition, fire inspections are currently billed at the time of inspection. This proposed ordinance will bill for the fire prevention inspection at the time of business tax receipt issuance or renewal. This will create a single billing process that simplifies billing for the Town and payment for the business or property owner.

TOWN ATTORNEY REVIEW

The Town Attorney has review this ordinance and approved for legal form and sufficiency.

cc: John C. Randolph, Town Attorney
Kirk Blouin, Town Manager
Martin DeLoach, Fire Marshal

ORDINANCE NO. 011-2022

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 46, FIRE PREVENTION AND PROTECTION, AT ARTICLE III, FIRE PREVENTION CODE, SECTIONS 46-67, PERMITS, AND 46-68, ANNUAL FIRE AND LIFE SAFETY INSPECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Chapter 46 - FIRE PREVENTION AND PROTECTION, Section 46-67, Permits, is hereby amended as follows:

Sec. 46-67. - Permits. (MODIFIED)

a. All permits required pursuant to the provisions of section 46-66 will be issued by the chief of the fire-rescue department or the chief's designee. Applications for permits shall be made through an application process as determined by the Town. ~~the towns permitting process within the building department. The forms will be in EDEN allowing for progress review within the program.~~ The permit application will include all ~~any and all~~ ~~data~~ information required by the town. Applications shall be accompanied by a fee which shall be in accordance with the schedule of fees adopted by resolution by the town council and amended in the same manner.~~, as well as a permit fee as set forth by Town Council.~~

~~The following fire protection systems shall require a permit and fee:~~

~~(1)Fire detection and annunciations systems.~~

~~(2)Fixed fire suppression systems (halon, wet/dry chemical systems, etc.~~

~~(3)Fire hydrant flow test witness fee.~~

~~(5)Bonfire permit fee.~~

~~(6)Fireworks and pyrotechnic displays fee:~~

~~(7) Public assembly plans review and inspection.~~

~~(b) The following permit fees shall be required and set forth by Town Council:~~

~~(1)Pyrotechnic permit inspection currently $2,000.00~~

~~(2)Public display of fireworks currently $2,000.00~~

~~(3)Bonfires currently $300.00~~

~~(4)Fire hydrant water flow witness fee currently $275.00~~

~~(5)Public assembly plans review and inspection currently $50.00~~

~~Said fees may be modified by resolution as determined necessary by the town from time to time.~~

(Code 1982, § 7-26; Ord. No. 24-95, § 2, 11-14-95; Ord. No. 13-98, § 2, 10-13-98; Ord. No. 12-01, § 2, 6-12-01; Ord. No. 28-04, § 2, 1-11-05; Ord. No. 13-05, § 1, 9-13-05; Ord. No. 24-08, § 1, 10-13-08)

~~Sec. 46-68. - Annual fire and life safety inspections. (ORIGINAL)~~

~~(a)Annual fire and life safety inspections shall be conducted pursuant to the provisions of section 46-66. An inspection fee shall be levied on all of the uses and occupancies described below.(1)Non-residential (includes all retail, mercantile, business office, storage occupancies, assembly, healthcare and institutional, but not including restaurants, cafes, and public eating places.)(2)Multi-family building (includes hotels, apartments, cooperatives, condominiums, and boarding houses renting furnished or unfurnished rooms or apartments).(3)Restaurants, cafes and public eating places.(4)Educational.(5)Businesses or professional individuals sharing one office suite shall be charged only one fire inspection fee.(b)A reinspection fee may be charged due to violations, incompletion, lack of accessibility or deviation from approved plans. Following the initial inspection, one reinspection for compliance will be included in the original fee. If additional reinspections are necessary due to the above criteria, reinspection fees will be required.~~

~~The following inspection fees shall be required:~~

~~(1)Assembly: .....~~

~~50—299 seating capacity .....$100.00~~

~~300—1,000 seating capacity .....125.00~~

~~1,001—5,000 seating capacity .....250.00~~

~~5,001 and over seating capacity .....350.00~~

~~(2)Educational schools or day care: .....~~

~~0—10,000 sq. ft. .....75.00~~

~~10,001—20,000 sq. ft. .....100.00~~

~~20,001—50,000 sq. ft. .....250.00~~

~~50,001—100,000 sq. ft. .....300.00~~

~~100,001—200,000 sq. ft. .....350.00~~

~~200,001 and over .....400.00~~

~~(3)Health care, hospital, nursing home, ambulatory health care, etc. .....~~

~~5,000 sq. ft. and under .....100.00~~

~~5,001—15,000 sq. ft. .....150.00~~

~~15,001—30,000 sq. ft. .....200.00~~

~~30,001—100,000 sq. ft. .....250.00~~

~~100,001—200,000 sq. ft. .....300.00~~

~~200,001—500,000 sq. ft. .....350.00~~

~~500,001 and over .....400.00~~

~~(4)Lodging/rooming houses/hotel/dormitories and condominiums: .....~~
~~0—16 units .....100.00~~

~~17—100 units .....150.00~~

~~101—500 units/rooms .....250.00~~

~~501 and over .....300.00~~

~~(4)Mercantile, business and storage: .....~~
~~5,000 sq. ft. and under .....100.00~~

~~5,001—15,000 sq. ft. .....125.00~~

~~15,001—30,000 sq. ft. .....200.00~~

~~30,001—100,000 sq. ft. .....225.00~~

~~100,001—200,000 sq. ft. .....250.00~~

~~200,001—500,000 sq. ft. .....300.00~~

~~500,001 and over .....350.00~~

~~(6)Temporary structures: .....~~
~~All .....75.00~~

~~(7)Commercial LP gas facilities: .....~~
~~All .....100.00~~

~~(8)Occupational licensing inspections: .....~~
~~All residential .....75.00~~

~~All commercial .....100.00~~

~~(9)Hazardous materials facilities: .....~~
~~5,000 sq. ft. and under .....125.00~~

~~5,001—15,000 sq. ft. .....175.00~~

~~15,001—30,000 sq. ft. .....275.00~~

~~30,001—100,000 sq. ft. .....325.00~~

~~100,001—200,000 sq. ft. .....425.00~~

~~200,001—500,000 sq. ft. .....475.00~~

~~500,001 and over .....525.00~~

~~(10)Restaurants, cafes, and public eating places .....90.00(11)Marinas and docks .....75.00(12)Re-inspection fee .....75.00(13)Second re-inspection fee .....125.00~~
~~Said fees may be modified by resolution as determined necessary by the town council from time to time.~~

~~(Code 1982, § 7-18; Ord. No. 13-05, § 2, 9-13-05; Ord. No. 24-08, § 1, 10-13-08)~~

Sec. 46-68. - ~~Annual fire~~ Fire and life safety inspections. (MODIFIED)

a. Unless otherwise provided by law, ~~(a)T~~the fire marshal or their designees shall conduct a fire safety inspection of all multifamily and commercial premises operating within the Town, excluding one and two family dwellings, on at least an annual basis.

b. Pursuant to subsection 46-66 of this article, all new occupancies, new buildings or structures, building renovations or additions, ~~-~~site improvements, ~~buildings, structures,~~ or building alterations~~,~~ requiring fire department inspection services or fire plan review shall be subject to a fee which shall be paid at the time of construction permit issuance and in accordance with a schedule established by resolution of the Town Council.

c. Pursuant to subsection 46-66 of this article, all multifamily and commercial premises requiring an annual fire safety inspection shall be subject to a fee which shall be paid at the time of business tax receipt issuance or renewal in accordance with a schedule established by resolution of the Town Council. Premises requiring an annual fire safety inspection that do not pay a business tax receipt fee shall be invoiced.

d. ~~Annual fire and life safety inspections shall be conducted pursuant to the provisions of section 46-66. An inspection fee shall be levied on all of the uses and occupancies described below.(1)Non-residential (includes all retail, mercantile, business office, storage occupancies, assembly, healthcare and institutional (2)Multi-family building (includes hotels, apartments, cooperatives, condominiums, and boarding houses renting furnished or unfurnished rooms or apartments).(3)Restaurants, cafes and public eating places.(4)Educational.(5)Businesses or professional individuals sharing one office suite shall be charged only one fire inspection fee.(b)~~A re-inspection fee may be charged due to violations, incompletion, lack of accessibility, or deviation from approved plans. Following the initial inspection, one re-inspection for compliance will be included in the original fee. If additional re-inspections are necessary due to the above criteria, re-inspection fees ~~will~~ may be required in accordance with a schedule established by resolution of the Town Council.

~~All Fees are determined and adopted by Town of Palm Beach Council.~~
~~Current Re-Inspection Fee, First $75.00~~

~~Current Subsequent Re-Inspection Fee $125.00~~
~~The following inspection fees shall be required:~~

~~(1)Assembly: .....~~
~~50—5001 seating capacity (PROPOSED) $175.00~~
~~(2)Educational schools or day care: .....~~
~~0—200,000 sq. ft. $250.00~~
~~(3) Hazardous Materials Facilities~~
~~0 — 200,000 square feet $200.00~~
~~(4)Health care, hospital, nursing home, ambulatory health care, etc. .....~~
~~0—200,000 sq. ft. $200.00~~
~~(5)Lodging/rooming houses/hotel/dormitories and condominiums: .....~~
~~0—100 units/rooms $100.00~~
~~101—1,000 units/rooms $300.00~~
~~(6)Mercantile, business and storage: .....~~
~~10,000 sq. ft. and under $125.00~~
~~10,001—300,000 sq. ft. $300.00~~
~~(7)Temporary structures: All $100.00~~
~~(8) Marinas and Docks All $75.00~~
~~(9) Restaurants, Cafes and Public Eating Places~~
~~Without Hood $100.00~~
~~With Hood $150.00~~

~~Said fees may be modified by resolution as determined necessary by the town council from time to time.~~

(Code 1982, § 7-18; Ord. No. 13-05, § 2, 9-13-05; Ord. No. 24-08, § 1, 10-13-08)

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect on October 1, 2022.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 14th day of June 2022, and for second and final reading this 12th day of July, 2022.

_____	_____
Danielle H. Moore, Mayor	Margaret A. Zeidman, Town Council President
	_____
	Bobbie Lindsay, Council President Pro Tem
	_____
	Julie Araskog, Town Council Member
	_____
ATTEST:	Edward A. Cooney, Town Council Member
_____	_____
Pat Gayle-Gordon, Acting Town Clerk	Lewis S.W. Crampton, Town Council Member